SERFF Tracking #: CATL-128954064 State Tracking #: Company Tracking #:

State: District of Columbia Filing Company: Catlin Insurance Company, Inc.

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name:Catlin Group Association - CAUSA RatesProject Name/Number:Catlin Group Association - CAUSA/

# **Supporting Document Schedules**

Satisfied - Item:	Cover Letter All Filings
Comments:	Please refer to the below Cover Letter.
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Certificate of Authority to File
Comments:	Please refer to the below Letter of Authorization.
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Actuarial Memorandum
Comments:	Attached please find the Actuarial Memorandum.
Attachment(s):	DC Catlin Group Accident Actuarial Memorandum Signed by Dennis Sparks 030310.pdf
Item Status:	
Status Date:	
Bypassed - Item:	Actuarial Justification
Bypass Reason:	This is an informational association filing for a previously approved group accident product.
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	District of Columbia and Countrywide Loss Ratio Analysis (P&C)
Bypass Reason:	This is an informational association filing for a previously approved group accident product, & this document was included in the underlying product filing.
Attachment(s):	
Item Status:	
Status Date:	

SERFF Tracking #: CATL-128954064 State Tracking #: Company Tracking #:

State: District of Columbia Filing Company: Catlin Insurance Company, Inc.

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name:Catlin Group Association - CAUSA RatesProject Name/Number:Catlin Group Association - CAUSA/

Project Name/Number:	Catlin Group Association - CAUSA/
Bypassed - Item:	District of Columbia and Countrywide Experience for the Last 5 Years (P&C)
Bypass Reason:	This is an informational association filing for a previously approved group accident product, & this document was included in the underlying product filing.
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Rate Summary Worksheet
Bypass Reason:	This is an informational association filing for a previously approved group accident product, & the Rate Summary Worksheet was included in the underlying product filing.
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Cover Letter
Comments:	Cover Letter is attached, stating that:  - The association is now the Policyholder  - The purpose of the association.
Attachment(s):	DC Cover Letter - R.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Letter of Authorization
Comments:	Attached please find the Letter of Authorization.
Attachment(s):	2013 LOA.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Association Bylaws
Comments:	Attached please find the bylaws.
Attachment(s):	Bylaws.pdf

State:	District of Columbia		Filing Company:	Catlin Insurance Company, Inc.
TOI/Sub-TOI:	H02G Group Health - A	Accident Only/H02G.000 Health - Accident	t Only	
Product Name:	Catlin Group Association	on - CAUSA Rates		
Project Name/Number:	Catlin Group Association	on - CAUSA/		
Item Status:				
Status Date:				
Satisfied - Item:	Article	s of Incorporation		
Comments:	Attach	ed please find the Articles of Inco	rporation.	
Attachment(s):	Article	s of Incorporation - Restated.pdf		
Item Status:				
Status Date:				
Satisfied - Item:	Appro	ved Forms		
Comments:	Appro	ved forms are attached.		
	DC CA	TLIN GROUP ACCIDENT POLIC	CY FINAL 022513.pdf	
	DC CA	TLIN GROUP ACCIDENT CERT	IFICATE FINAL 022513	pdf
Attachment(s):	DC Re	vised Application FINAL 022513.	pdf	
		007 0712.pdf		
		TLIN GROUP ACCIDENT ENR F	FORM FINAL CLEAN.pd	f
Item Status:				
Status Date:				

Company Tracking #:

SERFF Tracking #:

CATL-128954064

State Tracking #:

## CATLIN INSURANCE COMPANY, INC.

Statutory Home Office: 1330 Post Oak Boulevard, Suite 2325, Houston, TX 77056

Administrative Office: 3340 Peachtree Road N.E., Suite 2950, Atlanta, GA 30326

#### **ACTUARIAL MEMORANDUM**

# DISTRICT OF COLUMBIA GROUP ACCIDENT POLICY Form Number AHAG 051 (DC) 0110

#### 1. Scope and Purpose

The purpose of this memorandum is to certify that the premiums for this Policy Form satisfy the rate filing requirements of your State. This is a new filing. This memorandum should not be used for any other purpose.

#### 2. Description of Benefits

Attachment 2 shows a summary of the benefit options available and the corresponding premium loadings.

The base policy contained in this filing pays benefits upon death or dismemberment arising out of a covered accident. The basic Accidental Death and Dismemberment policy coverage may be extended, with additional premiums, optionally where appropriate, to include:

- Armed Forces Coverage
- Exposure and Disappearance Benefit
- National Guard and Armed Forces Reserve Coverage
- Owned Aircraft Coverage
- Pilot Coverage
- War Risk Coverage

The basic policy provides a lump sum upon accidental death or dismemberment. The dismemberment benefit depends upon the extent of the dismemberment and is specified in the Schedule of Covered Losses.

Optionally, legal family members of the employee may be covered under the policy.

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The following optional additional accident benefits are available on the base policy:

- Occupational Accident Benefit Rider: This rider pays additional lump sum death benefits due to accidental death, subject to the provisions contained in the benefit wording, while the employee is on the employer's premises and engaged in the course of his/her job, or, if included, on business travel preauthorized by the employer.
- Air Bag Benefit Rider: This rider may only be purchased if the Seat Belt Benefit Rider is also purchased. The rider pays lump sum benefits if death occurs from an accident that happens while operating or riding as a passenger in an automobile. The airbag must have been deployed in the collision for the Airbag benefit to be paid.
- Bereavement and Trauma Counseling Benefit Rider: This rider
  pays a benefit when the insured, or an immediate family member
  as defined in the benefit wording, requires counseling upon the
  accidental death of the insured.
- Bomb Scare, Bomb Search or Bomb Explosion Benefit Rider: Subject to satisfying all the requirements for qualification for benefit, the rider will pay a lump sum benefit upon an accidental injury suffered due to a bomb scare, bomb search or bomb explosion.
- Bulletproof Vest Benefit Rider: This rider pays a benefit if a covered employee is on official duty for the employer and is shot while wearing a bulletproof vest, as defined in the benefit wording.
- Burial and Cremation Benefit Rider: This rider pays a lump sum for burial or cremation upon the accidental death of a covered person.
- Business Travel Benefit Rider: This rider will pay a benefit if the insured suffers an injury while travelling on business that was preauthorized by the employer.
- Child Care Center Benefit Rider: This is a benefit provided to dependent children upon the accidental death of either or both parents. The child must meet age limit requirements as well as be enrolled in a legitimate child care center as defined in the policy.
- Common Carrier Benefit Rider: If the insured suffers an accidental injury while travelling as a fare paying passenger in a common

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- carrier, as defined in the policy, this rider will pay a lump sum amount.
- Emergency Room Visit Benefit Rider: This rider will pay a benefit if the insured requires emergency treatment in an Emergency Room, as defined in the benefit wording, arising from an accidental injury covered under the policy.
- Escalator Benefit Rider: This rider provides for annual increases in the benefit amount. The annual increases are a fixed percentage of the principal sum, with a cap on the total amount of the increases.
- Felonious Assault and Violent Crime Benefit Rider: Upon production of a Police Report describing a felonious assault or violent crime, as defined in the policy, perpetrated upon the insured, this benefit rider will pay a lump sum.
- HIV Occupational Accident Benefit Rider: If the insured suffers an
  injury arising out of an accident that occurred while performing
  his/her usual occupational duties, and acquires and tests positive
  for HIV, based upon tests approved by the Centers For Disease
  Control, within one year of the accident, then this rider will pay a
  specified lump sum benefit.
- Home Alteration and Vehicle Modification Benefit Rider: A specified lump sum benefit will be payable if the insured requires any home alteration or vehicle modification due to an injury arising from a covered accident.
- Hospital Stay Benefit Rider: This rider provides an In-hospital Indemnity benefit of a fixed amount per day spent confined in a hospital due to injuries sustained from a covered accident. The benefit will be paid for a maximum of 30 days. Hospitalization must be at the direction of, and, under the care of a licensed Physician
- Private Passenger Benefit Rider: This benefit is payable when an insured suffers an injury while driving or riding as a passenger in a private passenger automobile, as defined in the benefit wording.
- Rehabilitation Benefit Rider: This rider will pay the insured for essential physical rehabilitation, as defined in the benefit wording, required by the insured due to injuries arising out of an accident.
- Seatbelt Benefit Rider: The rider pays lump sum benefits if death occurs from an accident that happens while properly wearing a seatbelt and operating or riding as a passenger in an automobile.

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- Special Education Benefit Rider: This rider pays a benefit for higher education to each qualifying dependent child or, optionally, the covered spouse. The benefit is payable upon the accidental death of the insured. There are two options available for the child benefit. Firstly, only those children will qualify for the benefit who, at the time of the insured's accidental death, are either in college or are about to enter college. Under the second option, all surviving children qualify for the benefit. However, for those children under age 18, the payments will not commence until they attain that age.
- Permanent Total Disability Benefit Rider: After a 90-day waiting period, the insured becomes eligible for a benefit payment provided the insured be declared permanently and totally disabled by a licensed Physician. The payment will depend upon the payout option selected at the outset of the policy.

#### 3. Renewability Clause

The premiums are not guaranteed, and, are subject to change upon renewal.

#### 4. Applicability

This form will be available for new issues.

#### 5. Morbidity

This policy provides accident insurance coverage to employee or other valid groups. Rates were developed separately for the base plan and the various optional benefits.

The additional costs for each of the optional benefits are expressed as a loading to the accidental death base rate.

#### Accidental Death Benefit

#### • Employee Base Rate

The composite claim cost for accidental death was developed from the data shown in the 2005-2006 Edition of the National Safety Council's Injury Facts, for ages 25-64.

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An adjustment was made to allow, as far as possible, for the common exclusions of coverage listed in the policy.

A discount of 20% was included to allow for an insured population, while a loading of 10% was added to reflect an increased risk of anti-selection.

The composite, ages 25-64, accidental death claim cost is \$0.0205 per month per \$1,000 of principal sum.

#### Spouse Base Rate

Since the employee base rate is developed from unisex data, the monthly Spouse Base Rate is equal to the employee base rate of \$0.0205 per month per \$1,000 principal sum.

#### Dependant Child Base Rate

The dependant child base accidental death rate was developed in the same manner as the employee base rate. The data was taken from the 2005-2006 Edition of Injury Facts for the under 24 age group. The resulting claim cost is \$0.0144 per month, per \$1,000 of principal sum. This claim cost includes the 20% discount for insured lives.

#### Optional Extension of Benefits

#### Armed Forces Coverage

The additional cost for this extension of benefits was derived from the Department of Defense's Medical Surveillance Monthly Report.

The Reports with the necessary data are Vol. 9, No. 1 and Vol. 11, No. 3. They show mortality rates among U.S. Armed Forces by general cause, including accident, homicide and hostile action.

Based upon the given age-banded rates, we obtained a population weighted average accident mortality rate of 25.06 per 100,000, giving a loading of 0.0984 to the employee accidental death base rate for a benefit extension of 100% of the insured's principal sum.

#### Exposure and Disappearance Benefit

The numbers of deaths from exposure to the forces of nature were obtained from Injury Facts, 2005-2006 Edition.

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With a resulting claim cost of \$0.0079 per 1,000, the loading, for a benefit of 100% of the principal sum, to be applied to the insured's base accidental death rate is 0.0347.

#### Optional Additional Benefits

#### Dismemberment Benefits

A loading of 10% is applied to the base accidental death claim cost to cover dismemberment benefits.

#### Occupational Accident Benefit

The occupational unintentional accidental deaths were obtained from the National Safety Council's Injury Facts 2005-2006 Edition. The occupational deaths resulting from assaults and violent acts were obtained from the Department of Labor's Bureau of Labor Statistics: Census of Fatal Occupational Injuries, Table E1.

The claim cost for on-premises deaths was \$4.26 per annum, per \$100,000.

Optionally, coverage under this rider can include a benefit for accidental death while travelling on business for the employer.

The total cost, including both on-premises and business travel coverage is \$6.08 per annum, per \$100,000.

The loading to the accidental death base rate are 0.0019 and 0.0027 respectively.

#### Bereavement and Trauma Counseling

This benefit pays a fixed amount per session, with the maximum number of sessions limited to either 5 or 10.

An average principal sum of \$50,000 is assumed, consequently the maximum bereavement and trauma counseling benefit, payable at \$5 per session, as a proportion of the average principal sum is 0.05% and 0.1% respectively.

Thus, the loadings to the accidental death base rate are 0.0005 and 0.0010 respectively.

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#### • Bomb Scare, Bomb Search or Bomb Explosion

The loading of 0.0002, for a benefit of 1% of the principal sum, was developed based on our best actuarial judgment.

## • Bullet Proof Vest Benefit Rider

The loading of 0.0008, for a benefit of 1% of the principal sum, was developed based on our best actuarial judgment.

#### Burial and Cremation Benefit

The pure claim cost of \$0.0050 per \$1,000 of the Burial and Cremation Benefit assumes that the average Accidental Death Benefit is \$50,000 and that all accidental deaths having opted for this benefit will avail this benefit. The loading to the accidental death base rate is 0.0200.

#### • Business Travel Accident Benefit

The occupational vehicular and transportation operations deaths were obtained from the Department of Labor, Bureau of Labor Statistics, Census of Fatal Occupational Injuries, Table E-1.

The population of workers, ages 16 and older, was obtained from page 49 of Injury Facts, 2005-2006 Edition.

This resulted in a pure claim cost of \$1.79 per 100,000 workers. When applied to the insured AD claim cost, this produced a loading factor of 0.0008 for a 1% of Principal Sum benefit.

#### Child Care Center Benefit

This loading is to be applied to the Childs Accidental Death Benefit rate.

The claim cost is calculated as:

(Present value of benefit per child at 4% p.a.) \* (Average number of children per family) \* (Probability of accidental death of either employee or spouse or both) ÷ (Assumed average principal sum)

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The average number of children per family, 1.92, is obtained from U.S. Census Bureau, Population Division, Table AVG3 (March 2002).

The assumed average employee principal sum is \$50,000.

The resultant claim costs and loadings are:

	Claim Cost	Loading	Claim Cost	Loading	Claim Cost	Loading
Annual Benefit	\$2,500		\$3,000		\$4,000	
To Age 13	0.1124	70.14%	0.1349	84.17%	0.1799	112.23%
To Age 12	0.1117	69.67%	0.1340	83.60%	0.1787	111.47%
To Age 11	0.1108	69.11%	0.1329	82.93%	0.1772	110.57%
To Age 10	0.1097	68.44%	0.1316	82.12%	0.1755	109.50%

#### • Common Carrier Benefit

The claim cost for this benefit was developed from data for deaths by mode of transportation contained in Injury Facts, 2005-2006 Edition. Deaths for taxi occupants were estimated 1% of car occupant deaths.

The base rate was doubled to allow for any concentration of risk.

The adjusted pure claim cost is \$2.161 per 100,000, translating into a loading of 0.0010 for a benefit of 1% of the principal sum.

#### Emergency Room Visit Benefit

The data for developing the claim cost for this benefit was derived from Health, United States, 2007: Table 91: Injury-Related Visits to Hospital Emergency Departments.

The data include the total number of emergency room visits, including multiple visits.

A 20% discount for insured lives has been included to allow for some selection.

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The pure claim cost for a \$100 benefit per emergency room visit is \$7.26 for adults.

Assuming an average employee principal sum of \$50,000, the claim cost for this benefit translates into a premium loading of 0.6362.

The pure claim cost for dependant children is \$9.37, and, the loading to be applied to the child's rate is 1.1693.

#### Escalation Benefit

The escalation provision will provide the covered person with an additional set percentage of the original principal sum upon completion of each year of participation in the plan for a period of five years.

The escalation benefit rates are either 3% per annum simple, or, 5% per annum simple.

The benefit rate loading was developed by computing the ratio of the present value of future benefits with the escalation provision to the present value of future benefits with a flat accidental death benefit.

The present values were calculated at an interest rate of 4% per annum.

	3% Escalation	5% Escalation	
PV of \$1,000 Escalated Benefit	2.0723	2.1971	
PV of \$1,000 Flat Benefit	1.8852		
Loading for Escalation Provision	0.0993	0.1655	

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#### Felonious Assault Benefit

The numbers of covered deaths resulting from assaults were derived from data contained in National Vital Statistics Reports, Vol. 54, No. 10 (January 31, 2006).

Table 16 shows the required deaths by age group for calendar years 1999-2002. The deaths for ages 25-64 are included in the computation.

However, fatal occupational injuries arising from assaults and violent acts are excluded from this cover. The numbers of excluded deaths were obtained from the Bureau of Labor Statistics: Census of Fatal Occupational Injuries.

The claim cost for this benefit is \$0.0701 per \$1,000, or, an accidental death premium loading of 0.0031 for a 1% of principal sum benefit.

#### Home Alteration and Vehicle Modification Benefit Rider

The premium loading for this benefit is based upon the expected number of dismemberment injuries. These, in turn, are derived from the loading for dismemberment benefits, that is, 10% of expected accidental deaths.

This results in 3,870 expected dismemberment injuries, giving a claim cost of \$0.02592 per 100,000, or, a premium loading of 0.0011 for a bonus benefit of 1% of the principal sum.

#### Occupationally Acquired HIV Benefit

Rates for this occupational benefit were derived from the Center for Disease Control's Surveillance of Healthcare Personnel With HIV/AIDS and Journal of the American Medical Association (JAMA), Volume 300, No. 5 (Table 2).

The CDC surveillance states that there were 23,212 AIDS cases reported that had a history of employment in the healthcare industry. Of these, 196 healthcare personnel were "documented and possible" occupationally acquired HIV/AIDS infections. It was, therefore, assumed that 1% of HIV infections were occupationally acquired.

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The rate of new HIV infections is estimated as 36.40 per 100,000 population, in the age group 29-49, from JAMA.

A loading of 4 was applied to reflect any anti-selection as this benefit is offered only to healthcare personnel.

Thus, the resulting estimated infection rate from occupationally acquired HIV/AIDS is 0.0146 per 1,000.

The loading to the accidental death rate for a 1% of principal sumbenefit amount is 0.0006.

#### Private Passenger Benefit

The numbers of car occupant deaths were obtained from National Safety Council's Injury Facts 2005-2006 Edition.

An adjustment was included for DWI exclusion, as a discount of 30%. The claim cost for this benefit was \$0.0720 per 1,000, resulting in a premium loading of 0.0032.

#### Rehabilitation Benefit

The premium loading for this benefit is based upon the expected number of dismemberment injuries. These, in turn, are derived from the loading for dismemberment benefits, that is, 10% of expected accidental deaths.

This results in 3,870 expected dismemberment injuries, giving a claim cost of \$0.02592 per 100,000, or, a premium loading of 0.0011 for a bonus benefit of 1% of the principal sum.

#### Seatbelt and Airbag Benefit

The source of statistics used in the calculation of the loading for this benefit is Injury Facts 2005-2006 Edition published by the National Safety Council.

It is estimated that, when used, lap/shoulder safety belts reduce the risk of fatal injury by 45%. Also, the use of safety belts has increased over the years due to legislative requirements, and, it is assumed that 80% of motorists used safety belts.

A ratio was developed from this information as a measure of the effectiveness of safety belts in preventing fatal injury. Basically, the ratio is an estimate of the proportion of claimants who are fatally

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injured while wearing a safety belt to the total number of claimants. This is calculated as:

No. of Claimants \* 
$$80\%$$
 \*  $(1 - 45\%)$  = 0.6875  
No. of Claimants \*  $(1 - 80\% * 45\%)$ 

For the Airbag benefit, it is assumed that all cars have fitted Airbag's, consequently this ratio is 1.0.

Again, based on Injury Facts data, a discount of 30% was applied to allow for the DWI exclusion in the policy.

The claims costs for a benefit of 1% of the Principal Sum are:

Safety Belt	\$0.0356 per 100,000
Airbag	\$0.0518 per 100,000

The premium loadings corresponding to these claim costs are:

Safety Belt	0.0016
Airbag	0.0023

#### Hospital Stay Benefit

Information for the calculation of the loading for this benefit was derived from the Centers for Disease Control's National Hospital Discharge Survey: National Trends in Injury Hospitalizations, 1979-2001. The incidence rate derived from this data is 4.87 per 1,000.

The Average Length of Stay was obtained from the American Heart Association' TrendWatch Chartbook 2005. The calculated average length of stay in a hospital is 5.8 days.

In calculating the expected claim cost, adjustments were included to allow for waiting periods of 3 days and 7 days respectively.

In addition a discount of 20% was also included to allow for the better experience expected from insured lived.

Claim costs, per \$100 daily hospital benefit, are:

3-day waiting period \$1.4933 7-day waiting period \$0.8798

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Premium loading to the basic accidental death rate for a \$100 daily hospital benefit, assuming an average principal sum of \$50,000, are:

3-day waiting period 0.1309 7-day waiting period 0.0771

#### Permanent Total Disability Benefit

Claim costs for the Permanent Total Disability benefit are derived from adjusted incidence rates, with a 90-day elimination period, in the 1985 Commissioners' Disability Table.

An overall population age weighted incidence rate was calculated as 0.7559 per 1,000.

The present values for the optional benefits were calculated at an interest rate of 4% per annum, resulting in the following:

Option	Claim	AD Base Rate
	Cost	Loading
Lump Sum	0.7559	3.3133
1% Principal Sum For 100 Months	0.6419	2.8137
40% Principal Sum + 1% Principal Sum For	0.7128	3.1244
60 Months		

#### Special Education Benefit for Surviving Children

The basic assumptions are:

- a) 4% per annum interest rate used for discounting.
- b) 2.5 children per insured, spread uniformly over the ages 0 to 24, that is, an average of 0.1 child per age.
- c) Maximum benefit period is 4 years, or to attained age 24.

#### Option 1

This option pays an annual benefit of 1% of the principal sum to each of those surviving children who either are in college or are preparing to go to college. These children are assumed to be in the age range of 17 to 23 years old at the time of the insured's accidental death.

The present value of this benefit is \$0.0201. However, it is payable only to the surviving children of those insured's who die

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accidentally. So, the additional cost is now \$0.0201 \* 0.2281 which equals \$0.0046.

The loading, to be applied to the child's accidental death base rate is 0.0287.

#### Option 2

Under this option all surviving children at the time of the insured's accidental death are eligible for the annual benefit. Each eligible child below 18 years old will start receiving the annual benefit upon attaining age 18. Older children will receive the benefit starting immediately for a maximum period of 4 years or to attained age 24.

The present value of this benefit is \$0.0625. Again, it is payable only to the surviving children of those insured's who die accidentally. Thus, the additional cost is \$0.0625 \* 0.2281, which equals \$0.0143.

The loading, to be applied to the child's accidental death base rate, is 0.0889 for an annual benefit of 1% of the insured's principal sum.

#### Special Education Benefit for Surviving Spouse

As for the children, this benefit pays an annual sum for 4 years after the accidental death of the insured.

The additional cost of this benefit is \$0.0363 for an annual amount of 1% of the insured's principal sum.

The loading, to be applied to the spouse's accidental death base rate, is 0.1591.

#### 6. Family Rates

Family rates can be derived from the base rates, depending upon the plan design, that is the additional benefits chosen and the proportions of the insured's principal sum that are chosen for the dependants.

#### 7. Mortality

See item 5 above.

#### 8. <u>Persistency</u>

Persistency assumptions were not used in the pricing of this product.

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## 9. Expenses

Expenses are assumed to be 20.5% of the gross premium, allocated as follows:

Administration	8.0%
Issuing Fees	5.0%
Premium Taxes	2.5%
Overhead	5.0%

Total 20.5%

#### 10. <u>Commissions</u>

Commissions are assumed to average 15% of the gross premium.

## 11. Marketing Method

This product is to be sold through licensed insurance brokers, agents and third party administrators. It may be offered on a direct response basis.

## 12. <u>Underwriting</u>

Since this product will be sold as group coverage to employers or other valid groups, there will be none or limited underwriting.

## 13. Premium Classes

The premiums will vary by plan design, including:

- (i) Employee only coverage, or, employee and dependants coverage.
- (ii) Gender Mix of Group
- (iii) Benefit Level
- (iv) Additional Options Selected
- (v) Industry Group
- (vi) Geographic Area

#### 14. <u>Issue Age Range</u>

Limited to employees aged 18 to 69.

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#### 15. Gender Adjustment Factors

A gender adjustment factor is introduced into the group rating that allows for the proportions of males and females in the group to be insured.

The unintentional injury death rates for males and females respectively were derived from data contained in Table 16 of the Center for Disease Control's National Vital Statistics Reports, Vol. 54, No. 10, January 31, 2006.

The gender specific accident mortality rates were compared with the overall unisex accident mortality rate. This resulted in the male ratio of 1.88 and a female ratio of 0.68.

The adjustment factor is then calculated as:

Employee Adjustment Factor = Male Factor\*%Males + Female Factor\*%Females

For the spouse adjustment factor, the percentages are switched, so that:

Spouse Adjustment Factor = Male Factor\*%Females + Female Factor\*%Males

These adjustment factors are then applied to the general accidental death rate for employees and spouse respectively in deriving the base rates for the group.

#### 16. Geographic Area Factors

Geographical area factors were developed from the data showing unintentional injury death trends by State in Injury Facts, 2005-2006 Edition.

#### 17. Industry Factors

Industry factors were derived from the Society of Actuaries 2006 Group Life Experience Study, which included AD&D experience by SIC (Standard Industrial Classification) code. The emerging industry loadings were used as a guide and were adjusted for anticipated experience to arrive the final loadings adopted for this product.

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## 18. Average Annual Premium

The average expected premiums are:

Basic AD&D Plan with \$50,000 Principal Sum:

\$1.19 per employee per month for employee only

\$2.49 per employee per month for family cover

Typical Plan Including Additional Benefits:

\$1.30 per employee per month for employee only

\$2.73 per employee per month for family cover

Please see Attachments 1(a) and 1(b) for the assumptions and calculations.

#### 19. Premium Modalization Rules

The premiums are only payable monthly.

#### 20. Claim Liability and Reserves

The claim liability and reserves for all incurred but unpaid claims, including accrued and unaccrued, will be developed using standard actuarial methods as prescribed by the American Academy of Actuaries.

#### 21. Active Life Reserves

Not applicable to this product.

#### 22. Trend Assumption

No trend assumption was made.

#### 23. Anticipated Loss Ratio

The anticipated Loss Ratio for this policy form is 52%.

#### 24. Distribution of Business

This is a new policy form filing, consequently the distribution of business is not known.

#### 25. Contingency and Risk Margins

The margins for adverse experience and profit are included as 12.5% of gross premium.

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## 26. Experience

This is a new product filing and we do not have any experience on this form.

#### 27. Lifetime Loss Ratio

The lifetime loss ratio is expected to be 52%.

#### 28. History of Rate Adjustments

This is not applicable because this is a new product filing.

#### 29. Number of Policyholders

This is not applicable because this is a new product filing.

#### 30. Proposed Effective Date

The effective date will begin upon Department of Insurance approval.

#### 31. Actuarial Certification

To the best of my knowledge and judgment, this filing is in compliance with the applicable laws of this State and that the proposed premiums are reasonable in relation to the benefits provided.

G. Dennis Sparks, FCAS, MAAA Senior Vice President and Chief Actuary

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Catlin Inc

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# ATTACHMENT 1(a) Average Premium Calculation

Plan Design 1: Basic AD&D Only

Tidil De.	sigii i. Da	Employee	Spouse	Child	
General Claim Cost Per 1,00	0	0.0205	0.0205	0.0144	
Gender Adjustment: Males Employees Female Employees	40% 60%	1.1605	1.4017	1.0000	
Rider Loadings: Accidental Death Dismemberment		1.0000 0.1000	1.0000 0.1000	1.0000 0.1000	
Total Loading		1.1000	1.1000	1.1000	
Area Factor: New Jersey		0.7590	0.7590	0.7590	
Industry Factor: 63: Insurance Carriers		0.6100	1.0000	1.0000	
Net Rate		0.0121	0.0240	0.0120	
Expenses: Administration Issuing Fees Premium Taxes Overhead Total	8.0% 5.0% 2.5% 5.0% 20.5%				
Commissions	15.0%				
Profit & Contingencies	12.5%				
Manual Rate		0.0233	0.0462	0.0232	Per 1,000 Per Employee Per Month
Average Principal Sum	50,000				
Manual Premium		\$ 1.17	\$ 2.31	\$ 1.16	Per Employee Per Month

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# Family Premium:

	Benefit Level	Rate
Employee	100%	0.0233
Spouse	50%	0.0231
Children	10%	0.0023

Total Family Rate 0.0488 Per 1,000 Per Employee Per Month

Manual Family Premium \$ 2.44 Per Employee Per Month

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# ATTACHMENT 1(b) Calculation of Average Premium

Plan Design	2:	Typical Plan	(Includes	Additional Ri	ders)

Flair Design 2. Typica	i i idii (iiic	Employee	Spouse	Child	
General Claim Cost Per 1,000		0.0205	0.0205	0.0144	
Gender Adjustment: Males Employees Female Employees	40% 60%	1.1605	1.4017	1.0000	
Rider Loadings: Accidental Death Dismemberment Air Bag Burial & Cremation Common Carrier	5% 1000 50%	1.0000 0.1000 0.0115 0.0200 0.0500	1.0000 0.1000 0.0115 0.0200 0.0500	1.0000 0.1000 0.0115 0.0200 0.0500	
Seatbelt Special Education - Children (Option 1)	10% 4%	0.0160	0.0160	0.0160	
Total Loading		1.1975	1.1975	1.4177	
Area Factor: New Jersey		0.7590	0.7590	0.7590	
Industry Factor: 63: Insurance Carriers		0.6100	1.0000	1.0000	
Net Rate		0.0132	0.0262	0.0155	
Expenses: Administration Issuing Fees Premium Taxes Overhead Total	8.0% 5.0% 2.5% 5.0% 20.5%				
Commissions	15.0%				
Profit & Contingencies	12.5%				
Manual Rate		0.0254	0.0503	0.0299	Per 1,000 Per Employee Per Month
Average Principal Sum	50,000				
Manual Premium		\$ 1.27	\$ 2.52	\$ 1.49	Per Employee Per Month

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Benefit Level	Rate
100%	0.0254
50%	0.0252
10%	0.0030
	100% 50%

Total Family Rate 0.0535 Per 1,000 Per Employee Per Month

Manual Family Premium \$ 2.68 Per Employee Per Month

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# ATTACHMENT 2 Summary of Benefit Options and Premium/Loadings

BENEFIT OPTIONS

	DENETH OF HONS	Employee	Spouse	Children	
General Rate Per \$1,000 Per Month		0.0205	0.0205	0.0144	
Gender Adjustment Ratio's: Males Females	1.88 0.68	Ber	nefit Loads	5	
Accidental Death Dismemberment Benefits		1.0000 0.1000	1.0000 0.1000	1.0000 0.1000	
Conditions	of Coverage Extended Benefits:				
Armed Forces Exposure & Disappearance National Guard Service Owned Aircraft Pilot Coverage	100% Principal Sum (PS) 100% Principal Sum (PS) 100% Principal Sum (PS) 100% Principal Sum (PS) 100% Principal Sum (PS)	0.0984 0.0347 0.0110 0.0010 0.0010	0.0984 0.0347 0.0110 0.0010 0.0010	x 0.0347 x x x	Judgment Judgment Judgment
	Additional Benefits:				
Additional Occupational Accident Benefit	On Employer Premises Only 1% PS To \$5,000	0.0019	0.0019	Х	
	On Employer Premises Or Business Travel 1% PS To \$5,000	0.0027	0.0027	X	

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# <u>ATTACHMENT 2</u> <u>Summary of Benefit Options and Premium/Loadings</u>

Air Bag	1% PS To \$5,000	0.0023	0.0023	0.0023	
Bereavement & Trauma Counseling	5 sessions at \$5 per session 10 sessions at \$5 per session	0.0005 0.0010	0.0005 0.0010	0.0005 0.0010	
Bomb Scare, Bomb Search or Bomb Explosion	1% PS To \$5,000	0.0002	0.0002	Х	Judgment
Bulletproof Vest	1% PS To \$5,000	0.0008	0.0008	Х	Judgment
Burial & Cremation	\$1,000	0.0200	0.0200	0.0200	
Business Travel	1% PS To \$5,000	0.0008	0.0008	Х	
Child Care Center	\$2,500 Per Year For Maximum 3 Years or To Age 13 \$3,000 Per Year For Maximum 3 Years or To Age 13 \$4,000 Per Year For Maximum 3 Years or To Age 13	x x x	X X X	0.7014 0.8417 1.1223	
Common Carrier	1% PS To \$5,000	0.0010	0.0010	0.0010	

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# <u>ATTACHMENT 2</u> <u>Summary of Benefit Options and Premium/Loadings</u>

Emergency Room Benefits	\$100 Per Visit, For Maximum 5 Visits		0.6362	1.1693
Escalator (COLA)	3% Simple For Maximum 5 Years 5% Simple For Maximum 5 Years	0.0993 0.1655	X X	X X
	370 Simple For Maximum 3 Teals	0.1033	^	۸
Felonious Assault/Violent Crime	1% PS To \$5,000	0.0031	0.0031	0.0031
Occupationally Acquired HIV Infection	1% PS To \$5,000	0.0006	0.0006	X
Home Alteration & Vehicle Modification	1% PS To \$5,000	0.0011	0.0011	Х
Hospital Stay Benefit	7-Day Waiting Period: \$100 Per Day For Maximum 30 Days 3-Day Waiting Period: \$100 Per Day For Maximum 30 Days	0.0771	0.0771	0.0771 0.1309
	3-Day Walling Period: \$100 Per Day For Maximum 30 Days	0.1309	0.1309	0.1309
Private Passenger Benefit	1% PS To \$5,000	0.0032	0.0032	0.0032
Rehabilitation	1% PS To \$5,000	0.0011	0.0011	Х
		_		

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# <u>ATTACHMENT 2</u> <u>Summary of Benefit Options and Premium/Loadings</u>

Seatbelt	1% Ps To \$5,000	0.0016	0.0016	0.0016
Special Education	Option 1: 1% PS To \$2,000 For Maximum 4 Years		X	0.0550
For Each Surviving Dependent Child				
	Option 2: 1% PS To \$3,000 For Maximum 4 Years	Х	Х	0.1707
Special Education For Surviving Spouse	1% PS To \$2,000 For Maximum 4 Years	X	0.1591	Х
Accident Permanent Total Disability	100% Principal Sum	3.3133	X	X
90 - Day Elimination Period	1% PS for 100 Months	2.8137	Х	Х
	40% Principal Sum + 1% for 60 Months	3.1244	Х	Х
Waiver of Premium (WOP) For Disability	12 Months Maximum	0.0200	Х	Х

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April 2, 2013 via SERFF

The Honorable William P. White Government of the District of Columbia Department of Insurance Securities and Banking Actuarial Analysis Division 810 First Street, NE, Suite 701 Washington DC 20002

Attn.: Life and Health Division

Re: Catlin Insurance Company, Inc.

FEIN#: 204929941 NAIC#: 4574 19518

#### **ASSOCIATION FILING**

Group Accident Insurance Policy – Form # AHAG 051(DC) 0110
Group Accident Insurance Certificate – Form # AHAG 050(DC) 0110
Group Accident Insurance Enrollment Form – Form # AHAG A01(DC) 0110
Group Application for Group Accident Insurance – Form # AHAG A02(DC) 0110

#### To Whom it May Concern:

I respectfully submit the filing referenced above on behalf of Catlin Insurance Company, Inc. ("Catlin") for your review and approval prior to use in your state. Westmont Associates, Inc. has been requested to file these forms on behalf of Catlin. Please see the enclosed authorization letter.

The forms listed above were previously approved by your Department on December 21, 2012 under SERFF Tracking # CATL-128800724. The corresponding rate filing was previously approved by your Department on **December 21, 2012** under SERFF Tracking # **CATL-128800723.** There is no deviation from the approved rates for this filing.

Upon approval from your Department, Catlin intends to issue the subject policy to Consumer Alliance USA (CAUSA), a Missouri domiciled association. The association will receive a Missouri policy, but any District of Columbia resident members would receive District of Columbia certificates. Please find information pertaining to the Association and its operations.

The Consumer Alliance USA was established in 2004 and is located at 7 East Gregory Blvd, Kansas City, MO 64114. You can visit their website at <a href="https://www.consumerallianceusa.org">www.consumerallianceusa.org</a>.

Catlin Insurance Company, Inc. requires disclosure of premium separate from other association membership dues, fees or other benefits.

Association membership dues and premiums are collected by a licensed Third Party Administrator, PRAM Insurance Services, on behalf of Consumer Alliance USA.

The purpose of this Association is educational, the Association was formed to enhance the quality of life for members by offering or providing education information and to provide access to goods, services and discount benefits by using the buying power of all members.

The insured cannot negotiate any policy forms, certificates and/or riders. Nothing is included in the policy that has not been previously approved by your state.

Applicants can apply and enroll in the Association's insurance products either initially or after enrolling in the Association.

I thank you in advance for the time spent on this filing and trust that you will find everything in order. Please do not hesitate to contact me directly at 856-216-0220, x 211 or at <a href="mailto:carolyn@westmontlaw.com">carolyn@westmontlaw.com</a> if you have any questions or require additional information.

Respectfully,

Carolyn Smart

Carolyn Smart





February 13, 2013

Catlin Insurance Company, Inc.

FEIN#: 204929941 NAIC#: 4574 19518

Letter of Authorization

Filing of Forms, Rates and Rules

#### Dear Sir or Madame:

In accordance with the applicable statutes and regulations in your state, Darcy Lebau and Westmont Associates are hereby authorized to file form and rate filings on behalf of Catlin Insurance Company, Inc.

Very truly yours,

**Bob Eells** 

Director - Regulatory Development

# BYLAWS OF CONSUMER ALLIANCE USA

# ARTICLE 1. PURPOSES AND POWERS

- 1.01 Purposes. As set forth in its Articles of Incorporation or any amendments thereto, to enhance the quality of life for members by offering or providing educational information and to provide access to goods, services and discount benefits by using the buying power of all members. The term "educational" relates to the instruction, training or providing of information to the corporation's members as further described in paragraph 1.02(b) of the Corporation's mission statement.
- 1.02 Mission Statement. The mission of the corporation, in keeping with its general purposes, is: (a) to serve, support, represent and promote the interests of its members; (b) to provide educational programs, research, instruction, training and other information to the corporation's members for the purpose of enhancing consumer awareness in areas related to economics, finance, health and wellness, social, environmental and other human issues; (c) to provide access to appropriate benefits, products and services needed and desired by its members on a cooperative, cost efficient and economical basis utilizing its group strength and purchasing powers; and (d) to provide e-mails, websites and website links, media, newsletters, articles, meetings, forums and other means of effective communication between the corporation and its members concerning the purposes of the corporation.
- 1.03 Powers. The Corporation shall exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.
- 1.04 Bylaws. These bylaws, as amended, shall govern and control the internal corporate affairs of the Corporation and guide the officers, directors and members of the Corporation in their efforts to promote the business and objectives of the Corporation.

# ARTICLE 2. PRINCIPAL OFFICE; REGISTERED OFFICE AND AGENT

- 2.01 Principal Office. The principal office in the State of Missouri shall be at such place as the board of directors may from time to time designate by duly adopted resolution. The Corporation may also have an office or offices at such other place or places within or without the State of Missouri as the board of directors may from time to time designate or the business of the Corporation requires.
- 2.02 Registered Office. The Corporation shall have and continuously maintain in Missouri a registered office which may be, but need not be, the same as its principal office. The address of the registered office will be identical with the office of the registered agent of the Corporation. Such office will be continuously maintained within Missouri for the duration of the Corporation. The board of directors may from time to time change the address of its registered office by duly adopted resolution and submission of the appropriate forms to the Office of the Secretary of State.
- 2.03 Registered Agent. The Corporation shall have and continuously maintain in Missouri a registered agent, which agent may be an individual resident in Missouri whose business office is identical with such registered office, or a domestic Corporation, whether for profit or not for profit, or a foreign Corporation for profit or not for profit, authorized to transact business or to conduct its affairs in Missouri which has a business office identical with such registered office.

- 2.04 Change of Registered Office or Agent. The Corporation may change its registered office or change its registered agent, or both, upon filing in the office of the Secretary of State a statement setting forth such change. The change shall be authorized by the board of directors or by an officer so authorized by the board of directors. The registered agent shall be agent of the Corporation upon whom any process, notice or demand required or permitted by law to be served on the Corporation may be served.
- 2.05 Resignation of Registered Agent. Any registered agent may resign; however, the Corporation will not recognize the resignation of any registered agent appointed by it, or the discontinuance of any registered office, unless it receives a copy of such agent's resignation, or discontinuance of the registered office, as sent to the Office of the Secretary of State, such copy to be delivered or sent to the Corporation registered or certified mail, addressed to the principal office of the Corporation and directed to the attention of the secretary of the Corporation. A copy of such notice shall be delivered or mailed no later than the date of filing of the statement with the Office of the Secretary of State; and such statement of resignation, or discontinuance of the registered office, shall be effective on the earlier of the filing by the Corporation of an amendment to its annual registration statement designating a new registered agent, or registered office if discontinued, or the thirty-first (31st) day after the date on which the statement is filed.

#### ARTICLE 3. MEMBERS

- 3.01 Members. The Corporation shall have members.
- A. Designation of Class of Members. The Corporation shall have one (1) class of members which shall be designated as "Individual Members". Individual Members shall be placed in a General Membership Category.
- B. Manner of Designating Members. The board of directors may change the class or classes of members at any time by an amendment to these bylaws. Further, the board of directors by resolution may create, change, eliminate or modify categories, divisions or subdivisions within each class or classes of members. The board of directors by resolution may also determine additional or special qualifications for members in any such class, category, division or sub-division. Nothing shall be construed as to create any employer-employee relationship between the Corporation and any member.
- C. General Qualifications of Individual Members. Membership in the Corporation shall be open to any individual who is at least eighteen (18) years of age. A member must also meet the qualifications of any class of membership or any categories, divisions or subdivisions. All members shall have a shared or common interest in having a need for the education, benefits, products or services offered by the Corporation and must subscribe to the purposes, principles and objectives of the Corporation.
- 3.02 Application and Admission. Application for membership shall be made in writing, by electronic message confirmation or by telephonic recording and shall contain such information as the Corporation may require. Each application shall be accompanied by an application or activation fee and monthly dues in amounts to be determined by the board of directors. A refund policy shall also be determined by the board of directors in accordance with these bylaws and any applicable law.
  - 3.03 Benefits, Products or Services. Benefits, products or services offered to individual

members and/or their family in any class, category, division or sub-division may be determined by resolution of the board of directors or by the President of the Corporation and such action is confirmed by the Board of Directors by a special meeting or at the next annual meeting of the Board of Directors. Membership does not automatically guarantee access to or qualify a member for any programs, services or benefits which are offered at the sole discretion of the Corporation and may vary by membership or availability and may be changed at any time. A member's family (spouse or equivalent, marriage or equivalent and dependents) shall be determined by governing state law and/or the terms and conditions of any such benefit, product or service program.

- 3.04 Active Member. Any member who is not in default in the payment of dues for a period of one (1) month or more from the beginning of the period for which such dues become payable shall be an active member and shall be entitled to all of the rights, privileges and benefits provided to such members as so determined by the board of directors.
- 3.05 Certificates or Cards Evidencing Membership. The board of directors by duly adopted resolution may, but is not required, to provide for the issuance of certificates or cards evidencing membership in the Corporation. Such certificates or cards may be signed by the president, vice-president or executive director and by the secretary or an assistant secretary. The name and address of each member and the date of issuance of the certificate or card shall be entered in the records of the Corporation. If any certificate or card shall become lost, mutilated or destroyed, a new certificate or card may be issued upon such terms, provisions and conditions as the board of directors may determine.
- 3.06 Voting Rights. Each member of each class shall have full voting rights and shall be entitled to one vote.
- 3.07 Termination of Membership. Membership in the Corporation terminates upon the death of a member. A member shall also be automatically ineligible for membership and loses all privileges, rights and benefits of the Corporation when the member of any class shall be in default in the payment of dues for a period of one (1) month from the beginning of the period from which such dues became payable, unless the board of directors, in its discretion, extends the time for payment of dues. Termination for the failure to pay dues shall be effective retroactively to the date such dues were payable and no further notice of such termination shall be required, although it may be given. Furthermore, the board of directors may expel or suspend a member pursuant to a procedure, duly adopted by the board of directors, that is fair and reasonable and carried out in good faith. The expulsion or suspension of a member, or termination of a membership, does not relieve the member from obligations the member may have to the Corporation for dues, fees or charges for goods or services.
- 3.08 Resignation. Any member may resign by filing a written resignation with the Secretary of the Corporation but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Corporation. Such written notice may be deemed given when delivered by mail, facsimile or electronic transmission.
- 3.09 Reinstatement. Upon written request signed by a former member and filed with the Corporation, the board of directors may reinstate such former member to membership in the Corporation upon such terms as the board of directors may deem appropriate.
- 3.10 Transfer of Membership. Membership in the Corporation is not transferable or assignable.
  - 3.11 Dues. The board of directors shall from time to time determine the application or

activation fees and the amount of dues payable to the Corporation by its members, classes of members or divisions of members. The board of directors may waive any application or activation fees or dues for members.

- 3.12 Payment of Dues. Dues shall be payable monthly or annually, in advance, or in such other manner as the board of directors may so determine. The Corporation reserves the right to change the membership dues or fees after thirty (30) days notice in writing or by email to the member. A person may only enroll in one membership in the Corporation.
- 3.13 Liability of Members. The members shall not have ownership rights in the Corporation and shall not be personally liable for the debts, liabilities or obligations of the Corporation.

# ARTICLE 4. MEETINGS OF MEMBERS

- 4.01 Place of Meetings. Meetings of members shall be held at the time and place, within or outside of the State of Missouri, stated in the notice of the meeting or in a waiver of notice.
- 4.02 Annual Meeting. An annual meeting of the members shall be held each year on a day and hour to be selected by the board of directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the board of directors fails to call the annual meeting at the designated time, a member of the Corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the Corporation by registered mail. If the annual meeting is not called within sixty-one (61) days after the date of demand, a member may compel the holding of such annual meeting by legal action directed against the board of directors, and each of the extraordinary writs of common law and of courts of equity are available to the member to compel the holding of the meeting. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the Corporation.
- 4.03 Special Meetings. Special meetings of the members of the Corporation may be called by the president, the secretary, the board of directors or by members having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.
- 4.04 Notice of Meetings. Notice of an annual meeting is not required. The Corporation may, however, provide written notice of the place, date, and time of a meeting of members of the Corporation and, if the meeting is a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not later than the 10<sup>th</sup> day and not earlier than the 60<sup>th</sup> day before the date of the meeting. Notice may be delivered personally, by mail, or by facsimile or electronic message. "Mailed" is considered to be delivered on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears on the membership records. "Transmitted by facsimile or electronic message" is considered to be delivered when the facsimile or electronic message is successfully transmitted. If there are more than one thousand (1,000) members at the time a meeting is scheduled or called, notice may be given by publication in any newspaper of general circulation in the community in which the principal office of the Corporation is located or may be posted on the Corporation's general website.
- 4.05 Quorum. The members of the Corporation holding one tenth (1/10) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws.

If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. The members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of enough members to leave less than a quorum.

- 4.06 Voting Of Members. Each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members, except to the extent that the voting rights of members of any class or classes are limited, enlarged or denied by the articles or the bylaws.
- 4.07 Proxies by Members. A member may vote in person or by proxy executed in writing by the member or the member's attorney-in-fact. A member can revoke his proxy in writing anytime by sending notice of such revocation to the Corporation. Any person who becomes a member shall execute an appropriate written proxy if such person desires to have any director or officer of the Corporation receive notice of and vote and act on said member's behalf in regard to any such meetings of the members. A proxy is not effective for voting purposes unless the original of the proxy is filed with the secretary of the Corporation at least ten (10) days before the meeting at which it is to be used.
- 4.08 Meetings by Communications Equipment. Members may participate in and hold a meeting by means of telephone conference or similar communications equipment in which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
- 4.09 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the members of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof, and then delivered to the Secretary of the Corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

### ARTICLE 5. DIRECTORS

- 5.01 Management by Board of Directors. The business and affairs of the Corporation shall be managed by the Board of Directors who may exercise all such powers of the Corporation and do all such lawful acts as are not directed or required to be exercised by the members.
- 5.02 Number, Term; Election. The Board of Directors may not have fewer than three (3) or more than nine (9) directors, and shall consist of the number set by majority vote of the Board of Directors, which may be changed from time to time by resolution of the board of directors. Each director shall hold office for a term of twelve (12) months and shall be eligible for re-election. Directors shall be elected by plurality vote. Each director elected shall hold office for the term for which elected until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.
- 5.03 Qualifications of Directors. The qualification for becoming and remaining a Director of the Corporation are as follows:

- (a) directors must be residents of any state in the United States or the District of Columbia;
- (b) notwithstanding the provisions of Section 3.01, any person serving as a director of the Corporation shall automatically be enrolled as an active member of the Corporation;
  - (c) proposed directors must be nominated by existing directors; and
- (d) directors must attend at least seventy-five (75%) percent of the annual and special meetings of the board of directors.
- 5.04 Change in Number. The number of directors may be increased or decreased from time to time by vote of a majority of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent Director. Any directorship required to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.
- 5.05 Removal; Resignation. Any director may be removed either for or without cause at any special or annual meeting of members, by the affirmative vote of a majority in number of members present, in person or by proxy, at such meeting and entitled to vote for the election of such director if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified in the notice, or immediately if no time is specified. The acceptance of such resignation shall not be necessary to make it effective.
- **5.06** Vacancies. Any vacancies occurring in the Board of Directors for any reason may be filled by the affirmative vote of a majority of the remaining directors then in office though less than a quorum. Any director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. If there are no directors in office, then an election of directors may be held in the manner provided by law.
- **5.07. First Meetings.** The first meeting of a newly elected Board shall be held without further notice immediately following the annual meeting of members, and at the same place, unless the time or place is changed by unanimous consent of the Directors then elected and serving.
- 5.08 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.
- **5.09** Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two directors. The purpose of any special meeting of the board of directors shall be specified in the notice of such meeting.
- 5.10 Quorum; Majority Vote. At meetings of the board of directors a majority of the number of directors shall constitute a quorum for the transaction of business; provided, however, that a quorum shall not consist of less than fifty-one percent (51%) of the entire board of directors. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the board of directors unless a greater number is required by law, the articles or the bylaws. If a quorum is not present at a meeting of the board of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. The board of directors shall keep minutes of its proceedings which shall be placed in the minute book of the Corporation.

- 5.11 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the board of directors or any other committee of the board of directors of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors, or any other committee of the board of directors as the case may be, and then delivered to the Secretary of the Corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.
- 5.12 Participation in Meetings by Use of Communications Equipment. Any Director may participate in and hold a meeting of the directors by means of a conference telephone, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
- 5.13 Compensation. By resolution of the board of directors, the directors may be paid their reasonable expenses (i.e. travel, meals, lodging and entertainment), if any, and may be paid a fixed sum for attendance at each meeting of the board of directors, or receive a stated fee as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore. Members of the executive committee or of special or standing committees may, by resolution of the board of directors, be allowed like compensation for attending committee meetings.
- **5.14 Minutes.** The board of directors shall keep regular minutes of its proceedings. The minutes shall be placed in the Corporate Record Book of the Corporation.
- 5.15 Conflicts of Interest. Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any firm in which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any Corporation or association of which one or more of its Directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Director at the meeting of the Board of Directors of the Corporation which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors shall, nevertheless, authorize, approve and/or ratify such contract or transaction by a vote of the majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating a majority of such quorum necessary to carry such a vote.
- 5.16 Limitation of Liability of Directors. To the fullest extent permitted by Missouri law no governing person (director or officer) of the Corporation shall be liable to the Corporation or its members for monetary damages for an act or omission in such capacity except for liability arising out of (i) any breach of such person's duty of loyalty, if any, to the Corporation or its members; (ii) acts by or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) a transaction from which such person received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such person's office or position; or (iv) an act by or omission of such person for which the liability is expressly provided for by statute. The foregoing elimination of the liability to the Corporation or its members for monetary damages should not be deemed exclusive of any other rights or limitations of liability or indemnity to which a person may be entitled under any other provision of the Certificate of Formation and Bylaws of the Corporation, contract or agreement, vote of members and/or disinterested directors, or otherwise.

#### ARTICLE 6. OFFICERS

- 6.01 Officers. The officers of the Corporation shall be a president and a secretary and may include an executive vice-president as well as one or more vice-presidents (the number to be determined by the board of directors), a treasurer, or combination thereof, and such other officers, including an executive director, as may be elected in accordance with the provisions of this Article. The board of directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform such duties in the management of the Corporation as prescribed from time to time by the board of directors or as may be provided in these bylaws. Any two or more offices may be held by the same person, except for the offices of president and secretary.
- **6.02** Officers to be Active Members. Notwithstanding the provisions of Section 3.01, any person serving as an officer of the Corporation shall automatically be enrolled as an active member of the Corporation.
- 6.03 Election and Term of Office. The officers of the Corporation shall be elected by the board of directors at the annual meeting of the board of directors for a term of twelve (12) months. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.
- **6.04 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors at any meeting for the unexpired portion of the term. New offices may also be created and filled by the board of directors at any such meeting. An assistant or assistants to the elected officers may be made available as necessary upon authorization by the board of directors.
- 6.05 President. The president will be the chief executive officer of the Corporation and shall, subject to the control of the board of directors, supervise and control the business affairs of the Corporation. The president will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the board of directors. The board of directors shall delegate to the president the necessary authority and responsibility for the administration of the affairs of the Corporation subject only to such bylaws as may be adopted and such orders as may be issued by the board of directors relating to the operation of the Corporation and long range planning. The president shall be an ex-officio member of each directorial committee of the board of directors without a vote except the executive committee on which he shall serve with a vote, or, except as otherwise provided for in these bylaws or through a resolution of the board of directors. The president shall present a report at each annual meeting of the board of directors covering the operations of the Corporation during the preceding fiscal year.
- 6.06 Executive Vice-President. In the absence of the president, or in the event of his inability or refusal to act, the executive vice president, if one has been appointed, shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The executive vice president shall be the chief administrative and operating officer. He shall serve as secretary to the board of directors and cause to be prepared notices and minutes of meetings of the board. The executive vice president shall be a member of the board of directors and all committees. With the assistance of committee chairmen, he shall be responsible for the administration of all activities in accordance with the policies and regulations of the board of directors. The executive vice president

shall be responsible for hiring, discharging, directing and supervising all employees.

- 6.07 Vice-President. In the absence of the president and executive vice president or in the event of their inability or refusal to act, the vice presidents, if any, in the order of their seniority, unless otherwise determined by the board of directors, shall, perform the duties of the president, and when so acting, shall have all the power of and be subject to all the restrictions upon the president. A vice president shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors.
- 6.08 Treasurer. The treasurer or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies received by the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the board of directors. The treasurer or assistant treasurer shall prepare and present quarterly a detailed financial statement of the financial affairs of the Corporation. All of the duties, responsibilities and obligations of the treasurer or assistant treasurer may be assigned to a qualified third person or entity by written agreement; however, under such circumstances, the treasurer or assistant treasurer shall retain ultimate responsibility for such functions.
- 6.09 Secretary. The secretary or assistant secretary of the Corporation shall keep the minutes of the meetings of the members, the board of directors and any committees in one or more books provided for that purpose, oversee that all notices are duly given in accordance with the provisions of these by-laws or as required by law, be custodian of the corporate records of the Corporation, oversee that the seal of the Corporation, if required, is affixed to all documents of the Corporation, keep a register of the mailing address of each member which shall be furnished to the secretary or assistant secretary by such member, and in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary or assistant secretary by the president or by the board of directors.
- 6.10 Executive Director. An executive director of the Corporation may be appointed at such time as the board of directors so designates. The executive director of the Corporation may be the chief administrative and operating officer of the Corporation and shall be selected by and report to the board of directors, which shall determine the term of his appointment as well as his duties and functions. The executive director of the Corporation shall carry out the purposes of the Corporation within the framework of the Articles of Incorporation, these by-laws, corporate policies and procedures, and the general and specific assignments given to him by the board of directors. The functions of the executive director shall include, but not be limited to, the following:
  - a. selection, employment, and supervision of any employees of the Corporation as authorized by the president and the board of directors. All staff employed by the Corporation must meet required personnel standards as set forth in the personnel policies of the Corporation;
  - coordination and implementation of planning activities according to an approved work program;
  - attendance at all meetings of the board of directors and the Executive Committee, except as otherwise determined by the President;
  - d. representing the board of directors in dealing with the public and with all governmental agencies, if required; and
    - e. such other duties and responsibilities as may from time to time be delegated to

him by the president or the board of directors.

- 6.11 Removal of Officers. Any officer elected or appointed to office may be removed by those persons authorized under these bylaws to elect or appoint such officers whenever in their judgment the best interests of this Corporation would be served. Such removal will be without prejudice to the contractual rights, if any, of the officer so removed. Any election or appointment of an officer shall not of itself create contract rights.
- 6.12 Resignation of Officer. Any officer may resign by giving written notice to the president or the board of directors. The resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.
- **6.13 Compensation.** The compensation of officers of the Corporation, if any, shall be determined from time to time by the board of directors.

#### ARTICLE 7. COMMITTEES

- 7.01 Establishment of Committees. The board of directors, by resolution duly adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the board of directors in the management of the Corporation. The designation of such committees and the delegation of authority thereto shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it or him by law.
- 7.02 Executive Committee. The board of directors may designate and appoint an executive committee which shall consist of no less than three (3) members of the board of directors and who each shall serve in such capacity for one (1) year, unless the board shall determine otherwise. The executive committee shall have the authority, those, duties, and exercise those powers as such are determined from time to time by the board by resolution duly adopted and not inconsistent with these bylaws. The executive committee shall have the authority of the board between its meetings, except for that business of the Corporation as can only be addressed by a majority of the board of directors at a meeting of said board. A majority of all the members of the executive committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the number, powers, and members of the executive committee, to fill vacancies, and to discharge any such member of the executive committee.
- 7.03 Benefits Review Committee. The board of directors, by resolution duly adopted by a majority of the directors in office, may also designate a benefits review committee consisting of the president of the Corporation and at least two (2) other persons who are selected by the board of directors. The benefits review committee shall have the responsibility for locating and reviewing potential benefit programs for the different classes of members of the Corporation, and recommending such programs to the board of directors for its review, approval and adoption, if it believes it to be in the best interests of the members of the Corporation to do so. A majority of all the members of the benefits review committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers, and members of the benefits review committee, to fill vacancies, and to discharge any such member of the benefits review committee.
  - 7.04 Other Committees. Other committees not having and exercising the authority of the

board of directors in the management of the Corporation may be designated and appointed by a resolution duly adopted by the board of directors or by the president if authorized by a resolution duly adopted by the board of directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the Corporation, and the president of the Corporation shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in his or their judgment the best interests of the Corporation will be served by such removal. At least one member of each committee shall be a director of the Corporation. A majority of all members of such a committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers and members of such a committee, to fill vacancies and to discharge any member of such a committee.

- 7.05 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the board of directors, unless the committee shall be sooner terminated, or unless such member is removed from such committee or resigns. A member of any committee shall be eligible for reappointment.
- 7.06 Chairman. One member of each committee shall be designated the chairman of such committee by the board of directors unless otherwise set forth in these bylaws.
- 7.07 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.
- 7.08 Quorum. Unless provided in the resolution duly adopted by the board of directors designating a committee, a majority of the entire committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

## ARTICLE 8. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

- **8.01** Contracts. The board of directors may authorize the officers or agents of the Corporation to enter into contracts or to execute and deliver documents in the name of and on behalf of the Corporation. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the board of directors to be appropriate, including the contracting with a third party for any or all management, operational, administrative, marketing, providing of member benefits and other services and functions necessary for the Corporation to achieve its purpose.
- 8.02 Checks, Drafts and Other Orders for Payment. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation, and in such manner as shall from time to time be determined by duly adopted resolution of the board of directors. However, such responsibility may be assigned to a qualified third person or entity by written agreement.
- 8.03 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the board of directors may select.
- **8.04** Gifts. The board of directors may accept on behalf of the Corporation any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the Corporation.

**8.05** Loans. The Corporation may, upon authorization of the board of directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Corporation is reasonably able to repay.

### ARTICLE 9. INDEMNIFICATION OF DIRECTORS AND OFFICERS

- 9.01 Indemnification of Directors and Officers. Except as otherwise expressly provided by law or these bylaws, each director or officer, whether or not then in office, shall be indemnified by the Corporation against all expenses reasonably incurred by or imposed upon him in connection with or arising out of any proceeding in which he may be involved by reason of his being or having been a director or officer of the Corporation. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.
- 9.02 Power to Indemnify. The power to indemnify applies only if it is determined that the director or officer (a) acted in good faith, (b) reasonably believed that his conduct in his official capacity was in the Corporation's best interests, and in all other cases, that his conduct was at least not opposed to the Corporation's best interests, and (c) in the case of any criminal proceedings, did not have a reasonable cause to believe his conduct was unlawful.
- 9.03 Limitations. If the director or officer is found liable to the Corporation or is found liable because he improperly received a personal benefit, the indemnification in Section 9.01 (a) is limited to reasonable expenses (which shall not include a judgment, a penalty, a fine or tax) actually incurred by the person in connection with the proceeding and (b) may not be made in relation to a proceeding in which the person has been found liable for (i) willful or intentional misconduct in the performance of his duty to the Corporation, (ii) breach of his duty of loyalty owed to the Corporation or (iii) an act or omission not committed in good faith that constitutes a breach of duty owed by the person to the Corporation..
- 9.04 Proceeding. "Proceeding" means a threatened, pending or completed action or other proceeding, whether civil, criminal, administrative, arbitrative or investigative, an appeal of such an action or proceeding and an inquiry or investigation that could lead to such an action or proceeding.
- 9.05 Expenses. "Expenses" includes court costs, a judgment (including an arbitration award), a penalty, a settlement, a fine, and an excise or similar tax, including an excise tax assessed against the person with respect to an employee benefit plan and reasonable attorneys' fees that are reasonable and actually incurred by the person in connection with a proceeding.
- 9.06 Determination of Indemnification. A determination of indemnification under Section 9.01 (unless ordered by a court of competent jurisdiction) must be made:
  - 1. by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;
  - 2. If such a quorum cannot be obtained, by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants ore respondents in the proceeding;
  - 3. by special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subsection 1 or 2 of this section; or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or

- 4. by the members in a vote that excludes the vote of directors who are named defendants or respondents in the proceeding.
- 9.07 Mandatory Indemnification. The Corporation shall indemnify a director or officer against reasonable expenses actually incurred by him in connection with a proceeding in which he is a named defendant or respondent because he is or was a director or officer if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding.
- 9.08 Advancement of Reasonable Expenses. Reasonable expenses incurred by a director or officer who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the Corporation, in advance of the final disposition of the proceeding and without the determination specified in Section 9.06, after the Corporation receives a written affirmation by the director or officer of his good faith that he has met the standard of conduct necessary for indemnification under this article and a written undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director or officer against expenses incurred by him in connection with that proceeding is prohibited under this article. The written undertaking must be an unlimited general obligation of the director or officer but need not be secured. It may be accepted without reference to financial ability to make repayment.
- 9.09 Payment as Witness. The Corporation shall pay or reimburse expenses incurred by a director, officer or employee in connection with his appearance as a witness or other participation in a proceeding by or against the Corporation at a time when he is not a named defendant or respondent in the proceeding.
- 9.10 Insurance. The Corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, partner, venture, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic Corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Corporation would have the power to indemnify him against that liability under this article. Without limiting the power of the Corporation to procure or maintain any kind of other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation; or (d) establish a letter of credit, guaranty, or surety arrangement.
- 9.11 Exclusions. No indemnification by the Corporation shall apply to (a) any claim arising out of bodily injury to, or sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof, (b) any claim arising out of breach of fiduciary duty or obligation in connection with any employee welfare benefit plan or retirement plan, (c) any cross-claim or counterclaim brought by one director and/or officer against another director and/or officer, (d) any claim arising out of failure to effect or maintain any insurance or bond, (e) any claim arising out of acts of a knowingly discriminatory nature, (f) any claim arising out of a violation of the responsibilities, obligations or duties imposed by Internal Revenue Code of 1986, as amended, or similar statutory law of any state or other jurisdiction therein, or (h) any act committed by a director or officer prior to taking office.
  - 9.12 Notice. A director or officer shall, as a condition precedent to indemnification hereunder,

give written notice to the Corporation as soon as practicable of any claim made against him. The director or officer shall promptly forward to the Corporation any demand, notice or summons received by the director or officer. Notice given by or on behalf of the director or officer to any authorized representative of the Corporation, with particulars sufficient to identify the director or officer, shall be deemed notice to the Corporation.

- 9.13 Jurisdiction. The indemnification hereunder only applies to acts committed by and suits brought against a director or officer in the United States of America, its territories or possessions or Canada.
- 9.14 Cooperation. The director or officer shall cooperate with the Corporation and, upon the Corporation's request, assist in making settlements and in the conduct of suits, including arbitration proceedings. The director or officer shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtain the attendance of witnesses. The director or officer shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses in any such proceedings.
- 9.15 Liability. No action shall lie against the Corporation unless, as a condition precedent thereto, the director or officer shall have fully complied with all the terms, provisions and conditions of this entire article nor until the amount of the obligation to pay shall have been finally determined either by judgment against the director or officer after actual trial, arbitration determination, or by written agreement of the director or officer and the claimant subject to the prior written consent of the Corporation. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover against the Corporation. No person or organization shall have the right to join the Corporation as a party to any action against the director or officer to determine the director's or officer's liability, nor shall the Corporation be interpleaded by the director or officer or their legal representative.
- 9.16 Subrogation. In the event of any payment under this article, the Corporation shall be subrogated to all the director's or officer's rights of recovery therefore against any person or organization, and the director or officer shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. Any amount recovered in excess of the Corporation's total payment shall be restored to the director or officer, less the cost to the Corporation of recovery. This indemnification as proved shall apply only as excess over any valid and collectible insurance the director or officer may have.
- 9.17 Effect of Amendment. No amendment, modification or repeal of the articles on indemnification and insurance hereof shall in any manner terminate, reduce or impair the right of any past, present or future director or officer of the Corporation, nor the obligation of the Corporation to indemnify such directors, under and in accordance with the provisions of these articles as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.
- 9.18 Surety Bond. Such officers and agents of the Corporation as the president, board of directors or the executive committee may designate from time to time, may be bonded for the faithful performance of their duties to the Corporation and for the restoration to the Corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the Corporation, in such amounts and by such surety companies as the president, board of directors or the executive committee may determine. The premiums on such surety bonds shall be paid by the

Corporation and the bonds so furnished shall be in the custody of the secretary of the Corporation.

### ARTICLE 10. PROHIBITED ACTS

- 10.01 Dividends Prohibited. A dividend may not be paid to, and no part of the income of the Corporation may be distributed to, the Corporation's members, directors or officers.
- 10.02 Authorized Benefits and Distributions. The Corporation may pay compensation in a reasonable amount to the members, directors or officers for services rendered and may confer benefits on its members in conformity with the Corporation's purposes.
- 10.03 Loans To Directors Prohibited. No loans shall be made by the Corporation to its directors.

### ARTICLE 11. DISSOLUTION AND DISTRIBUTION OF ASSETS

- 11.01 Voluntary Dissolution. The Corporation may dissolve and commence to wind up its affairs. The board of directors shall adopt a resolution recommending that the Corporation be dissolved and directing that the question of such dissolution be submitted to a vote at an annual or special meeting of members having voting rights. A resolution to dissolve the Corporation shall be adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast. Upon the adoption of such resolution by the members, the Corporation shall cease to conduct its affairs except in so far as may be necessary for the winding up thereof, shall immediately cause a notice of the proposed dissolution to be mailed to each know creditor of and claimant against the Corporation and shall proceed to collect its assets and apply and distribute them as provided in these bylaws or as allowed by law.
- 11.02 Application and Distribution of Assets. If in the process of dissolution, all valid and legally enforceable liabilities and obligations of the Corporation shall be paid, satisfied and discharged. In case the property and assets are not sufficient to satisfy or discharge all of the Corporation's valid and legally enforceable liabilities and obligations, the Corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations. Assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements. The remaining assets of the Corporation shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code, or which are described in Section 170(c)(1) or (2), Internal Revenue Code, under a plan of distribution adopted pursuant to applicable law. Any remaining assets not distributed under the plan of distribution shall be disposed of by a district court of the county in which Corporation's principal office is located exclusively to one or more exempt organizations described above. Any distribution by the court shall be made in such manner as, in the judgment of the court, will best accomplish the general purposes for which the Corporation was organized.

#### ARTICLE 12, GENERAL PROVISIONS

12.01 Fiscal Year. The fiscal year of the Corporation shall begin the first day of January and end on the last day of December in each year.

- 12.02 Seal. The corporate seal shall be in such form as may be prescribed by the board of directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.
- 12.03 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors and committees having any authority of the board of directors and shall keep at its principal office a record of the names and addresses of its members entitled to vote. A member of the Corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time during normal business hours, for any proper purpose, the books and records of the Corporation relevant to that purpose, at the expense of the member. However, since membership information of the Corporation is a valuable and proprietary asset of the Corporation, such information may not be given or sold to, or be copied by, any member or his agent or attorney. The Corporation may be audited annually by certified public accountants selected by the board of directors.
- 12.04 Amendment of Certificate of Formation. A proposed amendment to the Certificate of Formation of the Corporation shall be adopted at a special or annual meeting of members called for such purpose, upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast at which a quorum is present.
- 12.05 Amendment of Bylaws. The bylaws may be altered, amended or repealed or new bylaws may be adopted upon receiving a vote of a majority of the board of directors present in person or by proxy at a special or annual meeting at which a quorum is present.
- 12.06 Waiver of Notice. Notice of a meeting is not required to be given to a member, director or member of a committee if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting. Attendance at a meeting constitutes a waiver of notice of such meeting, unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.
- 12.07 Governing Law. These bylaws shall be construed under and in accordance with the laws of the State of Missouri.
- 12.08 Construction. The gender of all words used in these bylaws includes the masculine, feminine, and neuter. Headings of all articles and sections are for reference purposes only and shall not constitute substantive matter to be considered in construing the terms of these bylaws.
- 12.09 Counterparts. These bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.
- 12.10 Procedures. Parliamentary procedures for all meetings shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these bylaws or by resolution of the board of directors.

#### CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of the Corporation, hereby certifies that the foregoing Bylaws, as amended, were duly adopted, approved, authorized and ratified by the unanimous written consent of the Board of Directors of the Corporation and the same do now constitute the Bylaws of the Corporation.

Dated and Effective: 2 17 2011

Print Name: MATTHEW E. SNYDER

Title: Secretary



Corporations Division P.O. Box 778 / 600 W. Main Street, Rm 322 Jefferson City, MO 65102 File Number: 200430610712 N00063806 Date Filed: 11/01/2004 Matt Blunt Secretary of State

## **Articles of Amendment** for a Nonprofit Corporation

(Submit with filing fee of \$10.00)

The of a	undersigne mendment:	d corp	oration, for the purpose of amending its	s articles of incorporation, hereby exec	cutes the following articles	
(1)	The na	me of	corporation is: World Wide Web Us	ers Association		
(2)	The an	nendm	nent was adopted on 10/29/04	and changed article(s) 1,6,8	to state as follow	W
	The Nam Article nu Article nu	ne of ti umber umber	r One (1) is amended to read: he corporation is: Consumer Allianc Six (6) is a amended to indicate tha (8) is amended to read: To enhanc provide access to goods, services a	t the corporation has members. be the quality of life for members b	y offering or providing educational ouying power of all members.	
	porators, c	neck h	f members was not required, and the amere and skip to number (5):			
(4)	If appr	oval b	y members was required, check here an	d provide the following information:		
	A. B.	Nun Con	nber of memberships outstanding:			
		i.	Number of votes for and against the	amendments(s) by class was:		
	Class:		Number entitled to vote:	Number voting for:	Number voting against:	

Please see next page

State of Missouri Amend/Restate - NonProfit 2 Page(s) T0430641624

Name and address to return filed document:	
Name: Rachel DiFulvio Address: 1819 Clarkson Rd. Suite 301	
City, State, and Zip Code: Chesterield, MO 63017	

ii. Number of undisputed votes cast fo	Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:				
Class: Number Voting undisputed:					
	_				
	_				
	<u> </u>				
The number of votes cast in favor of the amendment(s)	by each class was suffic	ient for approval by that class.			
(5) If approval of the amendment(s) by some person to section 355.606, check here to indicate that a			s was required pursuant		
In Affirmation thereof, the facts stated above are true an (The undersigned understands that false statements mad		ct to the penalties provided under S	ection 575.040, RSMo		
Karen Boeke	ır	Secretary/Treasurer	10/29/04		
Authorized signature of officer or chairman of the board	Printed Name	Title	Date		

# State of Missouri



### Matt Blunt Secretary of State

CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

Consumer Alliance USA N00063806

Formerly,

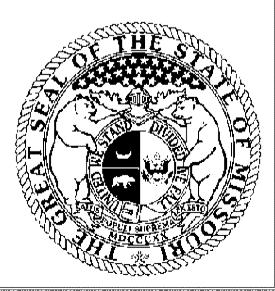
WORLD WIDE WEB USERS ASSOCIATION

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me duplicate originals of Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 1st day of November, 2004.

th Dlunk-

Secretary of State



## Catlin Insurance Company, Inc.

Statutory Home Office: 1330 Post Oak Boulevard, Suite 2325, Houston, TX 77056

Administrative Office: 3340 Peachtree Road N.E., Suite 2950, Atlanta, GA 30326

A Stock Insurance Company

### DISTRICT OF COLUMBIA GROUP ACCIDENT POLICY

**POLICYHOLDER:** {ABC Company, Inc.}

POLICY NUMBER: {Specimen}

POLICY EFFECTIVE DATE: {January 1, 2008}

POLICY ANNIVERSARY DATE: {January 1}

STATE OF ISSUE: {Any State}

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 AM on the Policy Effective Date shown above at the Policyholder's address. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY.
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.

LIMITED BENEFIT, PLEASE READ CAREFULLY

£50.	Ruhl Ban
Secretary	President
CountersignedWhere R	Required By Law

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### **[SCHEDULE OF COVERED AFFILIATES**

The following affiliates are covered under this Policy on the effective dates listed below.

AFFILIATE NAME LOCATION EFFECTIVE DATE

{ABC Company} { city, state} {January 1, 2001}]

#### SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Policy. Please read the Description of Coverages and Benefits Section for full details.

Effective Date Policyholder:	
[Minimum Participation Requirements	Percentage {0% - 100% of eligible [Employees]
	[Members]]

#### [Covered Classes

Class 1	All full-time Employees of the Policyholder working at
	least [20-40] hours per week.
Class 2	All part-timeEmployees working at least [0-40] hours
	per week.
Class 3	All active Members of the Policyholder.
Class 4	All Spouses or Domestic Partners and Dependent
	Children of Class 1, 2, or 3. ]

#### [Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the [Employee] [Member] must be in a Covered Class to be eligible for coverage. [It will be extended by the number of days the [Employee] [Member] is absent from scheduled work.]

For [Employees] [Members] added [{31 days} or more] before the Policy Effective Date:	{No Waiting Period}
For [Employees] [Members] added [less than {31	{One month; 30 days; 31 days}]
days} before, or] after the Policy Effective Date:	

#### [Time Period for Loss

[Any Covered Loss must occur within:	{90 - 365 days} of the Covered Accident]]			

This Schedule of Benefits shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Covered Person's] Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

#### **[ACCIDENTAL DEATH BENEFIT**

[[Employee] [Member] Principal Sum:	{\$0 - \$2,000,000 in increments of \$500}]
[Spouse or Domestic Partner Principal Sum:	{\$0 - \$2,000,000 in increments of \$500}]
[Dependent Child(ren) Principal Sum:	{\$0 - \$1,000,000}]

#### [Age Reductions

A Covered Person's Principal Sum will be reduced by the percentage shown below:

Age	Percentage of Benefit Amount
{70 but less than 75}	{65%}
{75 but less than 80}	{45%}
{80 but less than 85}	{30%}
{85 or over}	{15%}

Each succeeding percentage reduction will apply to the Principal Sum in force on the day before the Covered Person attains the Age specified in the table above.

[A covered Spouse or Domestic Partner's Principal Sum will reduce based on the Age of the covered [Employee] [Member].]]

[Aggregate Limit of Liability

Each Covered (Aircraft) Accident	{\$0 - \$5,000,000 for all Covered Persons}
Applies to:	{Accidental Death and Dismemberment Benefits or
	Accidental Death Benefits or All coverage and
	benefits provided by this Policy}

If this aggregate amount does not allow all Covered Persons to be paid the amounts the specified benefits otherwise provide, the amount paid for each Covered Person is the proportion each Loss bears to the Aggregate Limit of Liability. [Covered Aircraft Accident means a Covered Accident involving a scheduled or chartered flight in an Aircraft.]]

#### [ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

[[Employee] [Member] Principal Sum:	{\$0 - \$2,000,000 in increments of \$500}]
[Spouse or Domestic Partner Principal Sum:	{\$0 - \$2,000,000 in increments of \$500}]
[Dependent Child(ren) Principal Sum:	{\$0 - \$1,000,000}]

#### SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
[Loss of Life	{100% of the Principal Sum}]
[Loss of Two or More Hands or Feet	{100% of the Principal Sum}]
[Loss of Sight of Both Eyes	{100% of the Principal Sum}]
[Loss of Speech and Hearing (in both ears)	{100% of the Principal Sum}]
[Loss of One Hand or Foot	{50% of the Principal Sum}]
[Loss of Sight in One Eye	{50% of the Principal Sum}]
[Severance and Reattachment of One Hand or	{50% of the Principal Sum}]
Foot	
[Loss of Speech	{50% of the Principal Sum}]
[Loss of Hearing (in both ears)	{50% of the Principal Sum}]
[Loss of Thumb and Index Finger of the Same	{25% of the Principal Sum}]
Hand	
[Loss of all Four Fingers of the Same Hand	{25% of the Principal Sum}]
[Loss of all the Toes of the Same Foot	{20% of the Principal Sum}]

#### [Age Reductions

A Covered Person's Principal Sum will be reduced by the percentage shown below:

Age	Percentage of Benefit Amount
{70 but less than 75}	{65%}
{75 but less than 80}	{45%}
{80 but less than 85}	{30%}
{85 or over}	{15%}

Each succeeding percentage reduction will apply to the Principal Sum in force on the day before the Covered Person attains the Age specified in the table above.

[A covered Spouse or Domestic Partner's Principal Sum will reduce based on the Age of the covered [Employee] [Member].]]

#### [ADDITIONAL ACCIDENTAL DEATH [AND DISMEMBERMENT] COVERAGES]

[{Accidental Death and Dismemberment} benefits are provided under the following coverage. Any benefits payable under them are as shown in the Schedule of Covered Losses and are not paid in addition to any other Accidental Death and Dismemberment benefits.]

[ARMED FORCES COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]
[EXPOSURE AND DISAPPEARANCE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]
[NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]
[OWNED AIRCRAFT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]
[PILOT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]
[WAR RISK COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]

[ADDITIONAL ACCIDENT BENEFITS] [Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other {Accidental Death and Dismemberment benefits} payable.]

[ADDITIONAL OCCUPATIONAL BENEFIT	{10%} multiplied by the portion of the Principal Sum
	applicable to the Covered Loss, as shown in the
	Schedule of Covered Losses.]
AMBULANCE EXPENSE BENEFIT	
Benefit Amount	{\$100 - \$1,000}
[BEREAVEMENT AND TRAUMA COUNSELING	BENEFIT
Benefit Amount	{\$75 per session}
Maximum Number of Sessions	{10 sessions}
Maximum Benefit Per Covered Accident	{\$750} <b>]</b>
[BOMB SCARE, BOMB SEARCH, OR BOMB	{10%} multiplied by the portion of the Principal Sum
EXPLOSION BENEFIT	applicable to the Covered Loss, as shown in the
	Schedule of Covered Losses.]
[BULLETPROOF VEST BENEFIT	{10%} multiplied by the portion of the Principal Sum
	applicable to the Covered Loss, as shown in the
	Schedule of Covered Losses.]
[BURIAL AND CREMATION BENEFIT	{\$0 - \$5,000} <b>]</b>
[BUSINESS TRAVEL BENEFIT	{10%} multiplied by the portion of the Principal Sum
	applicable to the Covered Loss, as shown in the
	Schedule of Covered Losses.]
	1
[CHILD CARE CENTER BENEFIT	

Benefit Amount	{\$0 - \$3,000 per year}	
Maximum Benefit Period	{to Age {13} for each surviving	g Dependent Child}]
[COMMON CARRIER BENEFIT	{50%} multiplied by the portion applicable to the Covered Losses	
	[Covered Loss	Benefit
	[Loss of Life [Loss of Two or More Hands of	{\$10,000}] or {\$10,000}]
	Feet	[
	[Quadriplegia	{\$10,000}]
	[Hemiplegia	{\$5,000}]
	[Uniplegia	{\$5,000}]
	[Coma	{\$5,000}] <b>]]</b>
EMERGENCY ROOM BENEFIT		-
Benefit Amount	{\$200}	
Maximum Payable Visits per Calendar Year	( <del>5</del> )	
Maximum Benefit Per Covered Accident	{\$1,000}	
	(+1,000)	
[ESCALATOR BENEFIT		
Periodic Increase	{10% of the Principal Sum}	
Frequency of Increases	{Annually}	
Maximum Total Increase	{50% of the Principal Sum}]	
[FELONIOUS ASSAULT AND VIOLENT CRIME		
Accidental Death and Dismemberment	{10%} multiplied by the portion	
Benefit	applicable to the Covered Los	
Hamital Ctay Danafit	Schedule of Covered Losses.	
Hospital Stay Benefit Maximum Benefit Period	{\$100 per day} {730 days per Hospital Stay p	er Covered Accident\1
Maximum benefit Feriod	1730 days per Hospital Stay p	er Covered Accidenty
[HIV OCCUPATIONAL ACCIDENT BENEFIT	{25%} of the Principal Sum [s of {\$100,000}]]	ubject to a maximum
[HOME ALTERATION AND VEHICLE MODIFICA		
Benefit	{10% of the Principal Sum sul \$25,000}]	bject to a maximum of
IHOCDITAL CTAV DENEEIT	T	
[HOSPITAL STAY BENEFIT  Benefit Amount	(\$200 per day)	
Maximum Benefit Period	{\$200 per day} {730 days per Hospital Stay p	er Covered Accident
Benefit Waiting Period	{7 days}]	or ouvered Acdidents
Bonone Walling Follow	[, dayoj]	
[PRIVATE PASSENGER BENEFIT	{30% of the Principal Sum} no alone benefit	ot applicable if stand-
	[Covered Loss	Benefit
	[Loss of Life	{\$10,000}]
	[Loss of Two or More	{\$10,000}]
	Hands or Feet	(\$40,000)]
	[Quadriplegia	{\$10,000}] {\$5,000}]
	[Hemiplegia	[Փᢒ,ՍՍՍ}]

	[Uniplegia	{\$5,000}]
	[Coma	{\$5,000}]] <b>]</b>
[REHABILITATION BENEFIT		
Benefit per Covered Accident	{10% of the Principal sum, sub \$250,000}]	oject to a maximum of
[SEATBELT [AND AIRBAG] BENEFIT		
[Seatbelt Benefit	{10%} of the Principal Sum [su Benefit of {\$25,000}]]	ubject to a Maximum
[Airbag Benefit	{5%} of the Principal Sum [sub Benefit of {\$25,000}]]	pject to a Maximum
[Default Benefit	{\$1,000} <b>]</b>	

[SPECIAL EDUCATION BENEFIT	
Surviving Dependent Child Benefit	{5%} of the Principal Sum [subject to a Maximum Benefit of {\$7,500}]
[Surviving Spouse or Domestic Partner	{5%} of the Principal Sum [subject to a Maximum
Benefit	Benefit of {\$7,500}]]
Maximum Number of Annual Payments	
[For Each Surviving Dependent Child	[4]
[For Surviving Spouse or Domestic	[4]
Partner	
Default Benefit	<b>{\$1,000}]</b>

[TOTAL DISABILITY WEEKLY INCOME BENEI	-IT
Weekly Benefit Amount	{\$500}
Benefit Waiting Period	{7 days}
Maximum Benefit Period per Covered	{26 weeks}]
Accident	

[WAIVER OF PREMIUM BENEFIT	
Benefit Waiting Period	{9 months}
Benefit Period	
Age when Total Disability Begins	Benefit Period
Less than 60	{to 65 <sup>th</sup> birthday}
60 and later	{60 months}]

#### [INITIAL PREMIUM RATES

Premium Rate:	{Premium amounts will vary based on the plan of benefits: \$123.45} per {covered [Employee] [Member], covered [Employee] [Member] and covered Spouse or Domestic Partner, per Dependent Child, per month}
Mode of Premium Payment:	{Monthly; Quarterly; Semi-Annually; Annually}
Contributions:	The cost of coverage is paid by the {Policyholder; Policyholder and Covered Person}
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding {interval}[month].

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy. [Each Covered Person's premiums are based on his Age and will increase on the next premium due date after the Covered Person enters a new Age bracket.]]

**GENERAL DEFINITIONS**Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

the Policyholder.  An eligible Dependent Child or eligible Spouse or Domestic Partner of the [Employee] [Member] is considered in Active Service if he is none of the following:  1. an Inpatient in a Hospital; or receiving Outpatient care for chemotherapy or radiation therapy;  2. Confined at home under the care of Physician for Sickness or Injury;  3. Totally Disabled.  Age  A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is his Age attained on: [the last Policy anniversary;] or [his last birthday.]  Aircraft  A vehicle which:  1. has a valid certificate of airworthiness; and 2. is being flown by a pilot with a valid license to operate the Aircraft.
his Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is his Age attained on: [the last Policy anniversary;] or [his last birthday.]  Aircraft  A vehicle which:  1. has a valid certificate of airworthiness; and
1. has a valid certificate of airworthiness; and
Certificate  The Certificate is not the Policy and is evidence of the Employee/Member's coverage under the Policy. Coverage is subject to the Policy provisions.
Civil Union A Same-sex relationship similar to marriage that is recognized by law.
Complications of Pregnancy  Conditions, requiring Hospital Confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy, including, but not limited to: acute nephritis; nephrosis; cardiac decompensation; missed abortion; and similar medical and surgical conditions of comparable severity; but does not include false labor; pre-term or premature labor; occasional spotting; physician prescribed rest during the period of pregnancy; morning Sickness; hyperemesis gravidarum; pre-eclampsia; and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy. Also included is: a non-
elective cesarean section; termination of ectopic pregnancy; and spontaneous termination of pregnancy; occurring during a period of gestation in which a viable birth is not possible.

Covered Accident  Covered Injury	A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:  1. occurs while the Covered Person is insured under this Policy;  2. is not contributed to by disease, Sickness, mental or bodily infirmity;  3. occurs while the Covered Person is { attending}{, participating in,} {or traveling to and from} any event sponsored by the Policyholder;  4. is not otherwise excluded under the terms of this Policy.  Any bodily harm that results directly and independently of all other causes
Covered Injury	from a Covered Accident.
Covered Loss	<ol> <li>A loss that is all of the following:</li> <li>the result, directly and independently of all other causes, of a Covered Accident;</li> <li>one of the Covered Losses specified in the Schedule of Covered Losses;</li> <li>suffered by the Covered Person within the applicable time period specified in the Schedule of Benefits.</li> </ol>
Covered Person	An eligible person, as defined in the Schedule of Benefits, for whom [an enrollment form has been accepted by Us and] required premium has been paid when due and for whom coverage under this Policy remains in force. The term Covered Person shall include, where this Policy provides coverage, an eligible Spouse or Domestic Partner and eligible Dependent Children.
Dependent Child(ren)	An [Employee's] [Member's] unmarried child who meets the following requirements:  1. A child from live birth to 21 years old;  2. A child who is 21 or more years old but less than {23} years old, enrolled in a school [as a full-time student] and primarily supported by the [Employee] [Member];  3. A child who is 21 or more years old but less than {23} years old, who was enrolled in a school [as a full-time student] and primarily supported by the [Employee][Member], who must take a leave of absence that commences when the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of coverage. The fact that a Physician may prescribe, authorize, or direct a service does not itself make it Medically Necessary or covered by the Policy. We will continue the child's coverage until the date that is the earlier of one year after the first day of the leave of absence, or the date that the coverage would have terminated under the terms of the plan;  4. A child who is 21 or more years old, primarily supported by the [Employee] [Member] and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.  A child, for purposes of this provision, includes an [Employee's]
	[Member's]:  1. natural child; 2. child of the [Employee][Member]'s Civil Union Partner or Domestic

Partner:

- 3. adopted child, beginning with any waiting period pending finalization of the child's adoption;
- 4. stepchild [who resides with the [Employee] [Member]], [unless group term life insurance is provided by a non-custodial parent pursuant to a Qualified Domestic Relations Order];
- 5. minor grandchild, niece, or nephew under the primary care of the [Employee][Member], and if the legal guardian of the minor grandchild, niece, or nephew, if other than the [Employee][Member], is not covered by an accident or sickness policy;
- 6. child for whom the [Employee] [Member] is legal guardian, as long as the child resides with the [Employee] [Member] and depends on the [Employee] [Member] for financial support. Financial support means that the [Employee] [Member] is eligible to claim the dependent for purposes of Federal and State income tax returns.

If an [Employee] [Member] who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with the [Employee] [Member] for at least [six consecutive months] and intend to reside with the [Employee] [Member] for an indefinite period of time.

#### **Domestic Partners**

\* Whenever Domestic Partner is used or defined, this Policy also references Civil Union Partner. A person who has registered in a state or local domestic partner registry with an Insured;

OR

- 1. Shares the [Insured Person's] permanent residence;
- 2. Has resided with the [Insured Person] continuously for at least [six months to two years] and is expected to reside with the [Insured Person] indefinitely;
- 3. Is financially interdependent with the [Insured Person] in each of the following ways:
  - a. by holding one or more credit or bank accounts, including a checking account, as joint accountholders;
  - b. by owning or leasing their permanent residence as joint tenants;
  - c. by naming, or being named by, the [Insured Person] as a beneficiary of life insurance or under a will:
  - d. by each agreeing in writing to assume financial responsibility for the welfare of the other;
- 4. Has not signed a Domestic Partner declaration with any other person within the last [12 to 24 months];
- 5. Is no less than [18 to 23] years of age and not more than [60 to 85] years of age;
- 6. Is not legally married to any other person;

In addition to the above requirements, consent of either party due to the Domestic Partner relationship must not have been obtained by force, duress or fraud.

An employee may insure an unregistered Domestic Partner as defined above if all of the following conditions are met:

- 1. The [Insured Person] has not been married to any person within the past [12 to 24 months];
- 2. The Domestic Partner is the only person meeting this

	Policy's definition of Domestic Partner with respect to the [Insured Person];  3. [The Insured Person] and the Domestic Partner furnish a [notarized affidavit or signed statement] reflecting these requirements, and an agreement to notify the Company the requirements cease to be met, on a form acceptable to the Company.
Effective Date	The date on which insurance under the Policy begins as shown in the Schedule of Benefits.
Emergency Room Treatment	Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition of such nature that failure to render immediate care could reasonably result in deterioration to the point of placing a Covered Person's life in jeopardy or cause serious impairment to bodily functions.
Employee	For eligibility purposes, an Employee of the Policyholder who is in one of the Covered Classes. [The term does not include Employees who work less than {20 - 30 hours per week} for the Policyholder.]
Employer	The Policyholder and any affiliates, subsidiaries or divisions shown in the Schedule of Covered Affiliates and which are covered under this Policy on the date of issue or subsequently agreed to by Us.
He, His, Him	Refers to any individual, male or female.
Hospital	<ol> <li>An institution that meets all of the following:</li> <li>it is licensed as a Hospital pursuant to applicable law;</li> <li>it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;</li> <li>it is managed under the supervision of a staff of medical doctors;</li> <li>it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);</li> <li>it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;</li> <li>it charges for its services.</li> </ol>
	Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.
	The term Hospital does not include a clinic, facility, or unit of a Hospital for:  1. rehabilitation, convalescent, custodial, educational or nursing care;  2. the aged, drug addicts or alcoholics;  3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.
Hospital Stay	A confinement in a Hospital, ordered by a Physician, over a period of time
	when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least { 90 days - 180 days}.
Inpatient	A Covered Person who is confined for at least one full day's Hospital room
<u> </u>	

	and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.
Insured	A person: (1) who is a member of an eligible class of person as described in the Schedule of Benefits; (2) for whom premium has been paid; and (3) while covered under this Policy.
Member	For eligibility purposes, a Member is any one of the following:  1. an Employee of the Policyholder, [not including a temporary or seasonal Employee];  2. an Employee of a Member in good standing of a Policyholder [, not including a temporary or seasonal employee];  3. a person who meets all of the conditions of membership of a Policyholder;
	and who is [Optional, a United States citizen or has a permanent alien registration card and who is] in one of the Covered Classes.
Nurse	A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not:  1. employed or retained by the Policyholder;  2. living in the Covered Person's household; or  3. a parent, sibling, spouse or Domestic Partner or child of the Covered Person.
Outpatient	A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.
Physical Therapist	Any practitioner of physical therapy who is duly licensed in the state where he is practicing and who is practicing within the scope and limitations of that license.
Physician	A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:  1. employed or retained by the Policyholder;  2. living in the Covered Person's household;  3. a parent, sibling, spouse or Domestic Partner or child of the Covered Person.
Permanent Total Disability	[An Employee][A Member][A Spouse or Domestic Partner] who is Totally Disabled and is expected to remain Totally Disabled, as certified by a Physician, for the rest of his life.
Policy	A legal contract between the Policyholder and the Company which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.
Prior Plan	The plan of insurance, {former plan number, former insurance company name} providing similar benefits, sponsored by the Policyholder in effect immediately prior to this Policy's Effective Date.
Rehabilitation Facility	A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:

	is primarily engaged in providing comprehensive multi-disciplinary
	<ol> <li>is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation Inpatient care;</li> <li>is duly licensed by the appropriate government agency to provide such services; and</li> <li>is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission of Accreditation of Rehabilitation Facilities.</li> </ol>
	A Rehabilitation Facility does not include institutions which provide only: minimal care; custodial care; care for the terminally ill; part-time care; or services or facilities for drug abuse or alcoholism.
Related Stays	<ul> <li>Successive stays in a Hospital unless:</li> <li>1. any stay after the first is necessitated by causes entirely unrelated to the causes of the earlier stay; or</li> <li>2. the stays are separated by at least {180 days}.</li> </ul>
Schedule of Benefits	A brief outline of the coverage and benefits provided by this Policy.
Sickness	A physical or mental illness [including pregnancy]. Complications of pregnancy are considered a Sickness.
Spouse	A person of the same or opposite sex who is legally married to the Insured under the laws of the state or jurisdiction in which the marriage took place.
Termination Date	The date on which insurance ends as defined later in this Policy.
Terrorism or Terrorist Act	Any hostile or violent act carried out by a group of persons having political or military goals but not operating on behalf of a foreign state and whose purpose is to compel an act or omission by any other person or governmental entity.  or  Domestic Terrorism means the unlawful use, or threatened use, of force or violence, by a group or individual based and operating entirely within the United States or Puerto Rico without foreign direction, committed against persons or property to intimidate or coerce: a government; the civilian population; or any segment thereof; in furtherance of political or social objectives.
	International Terrorism means violent acts or acts dangerous to human life occurring inside or outside of the United States: that are a violation of the criminal laws of the United States or any state; or that would be a criminal violation if committed within the jurisdiction of the United States or any state. The acts are committed to: intimidate or coerce a civilian population; influence the policy of a government by intimidation or coercion; or affect the conduct of a government by assassination or kidnapping.
	International Terrorist Group means any group: practicing; or that has significant subgroups that practice; international terrorism that has been designated as a foreign terrorist organization by the United States Department of State.
Totally Disabled or Total	Totally Disabled or Total Disability means either:
Disability	inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of: education; training; or experience; or     inability of the Covered Person who is not currently employed to

	perform all of the activities of daily living including: eating; transferring; dressing; toileting; bathing; and continence; without human supervision or assistance.
We, Us, Our	Catlin Insurance Company, Inc.

#### **ELIGIBILITY AND EFFECTIVE DATE PROVISIONS**

#### [Policy Effective Date

The Insurance Company agrees to provide Accident Insurance Benefits described in this Policy in consideration of: the Policyholder's application; and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page [as long as the Minimum Participation requirement shown in the *Schedule of Benefits* has been satisfied].]

#### **Eligibility**

[An Employee] [A Member] becomes eligible for insurance under this Policy on the date: he meets all of the requirements of one of the Covered Classes; and completes any Eligibility Waiting Period, as shown in the Schedule of Benefits [and is insured under the Core Plan]. [A Spouse or Domestic Partner and Dependent Children of an eligible [Employee] [Member] become eligible for any dependent insurance provided by this Policy on the later of: the date the [Employee] [Member] becomes eligible; and the date the Spouse or Domestic Partner or Dependent Child meets the applicable definition shown in the Definitions section of this Policy.] [No person may be eligible for insurance under this Policy as both [an Employee] [a Member] and a Spouse or Domestic Partner or Dependent Child at the same time.]

[An Employee] [A Member] whose eligible class is changed after the Effective Date of his coverage shall become eligible under the new eligible class on the [first day of the month coinciding with or next following] the date of the change.

[The [Employee] [Member] Eligibility Waiting Period may differ for current and newly covered persons. ]

#### **Effective Date for Individuals**

Insurance becomes effective for an eligible [Employee] [Member] [who applies: within {31 days} of the date he becomes eligible; [and, subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

- 1. the effective date of the Policyholder under this Policy;
- 2. [the date][the first of the month after] the [Employee] [Member] becomes eligible;
- 3. [the date][the first of the month after] We receive the [Employee's] [Member's] completed enrollment form during his lifetime.]

[We may, from time to time, require the [Employee] [Member] to re-enroll using forms supplied by Us to keep his insurance in force.}]

[Insurance becomes effective for an [Employee's] [Member's] eligible Dependent Children [if the [Employee] [Member] applies: within {31 days} of the date his Dependent Children become eligible;] [and, subject to the Deferred Effective Date provision below,] on the latest of the following dates:

- the effective date of Policyholder under this Policy;
- [2. [the date][the first of the month after] the [Employee] [Member] becomes eligible;]
- [3. [the date][the first of the month after] the [Employee's] [Member's] insurance becomes effective;]
- [4. [the date] [the first of the month after] the Spouse or Domestic Partner or Dependent Child meets the definition of Spouse or Domestic Partner or Dependent Child, as applicable;]
- [5. [the date] [the first of the month after] We receive the [Employee's] [Member's] completed enrollment form for Spouse or Domestic Partner and Dependent Child coverage, during each Spouse or Domestic Partner or Dependent Child's lifetime.]

[Insurance becomes effective for an eligible [Employee] [Member] who applies and agrees to make required contributions: within {31 days} of eligibility;] [and subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

- 1. the effective date of the Policyholder under this Policy:
- 2. [the date] [the first of the month after] the [Employee] [Member] becomes eligible;
- 3. [the date] [the first of the month after] We receive the [Employee's] [Member's] completed enrollment form and the required first premium, during his lifetime.]]

[Insurance becomes effective for an [Employee's] [Member's] eligible Dependent Children if the [Employee] [Member] applies and agrees to make required contributions within {31 days} of the date his Dependent Children become eligible [and, subject to the *Deferred Effective Date* provision below], on the latest of the following dates:

- 1. the effective date of Policyholder under this Policy;
- [2. [the date] [the first of the month after] the [Employee] [Member] becomes eligible;]
- 3. [the date] [the first of the month after] the [Employee's] [Member's] insurance becomes effective;]
- [4.] [the date] [the first of the month after] the Spouse or Domestic Partner or Dependent Child meets the definition of Spouse or Domestic Partner or Dependent Child, as applicable;
- [5.] [the date] [the first of the month after] We receive a completed enrollment form for Spouse or Domestic Partner and Dependent Child coverage and the required first premium, during each Dependent Child's lifetime.]

**Newborn Children:** [An Employee's] [A Member's] newborn child is automatically covered from the moment of birth until such child is 31 days old if all other eligible children are covered under the certificate prior to the birth of the newborn child. Coverage for newborns shall be the same as for all other covered Dependent Children. The [Employee] [Member] must notify the Company in writing within 31 days of such birth and pay the required additional premium (if any), in order to have coverage for the newborn child continue beyond such 31 day period.

**Adopted Children:** An adopted child is automatically covered for the first 31 days from: the date of placement for the purpose of adoption; or the date of the entry of an order granting the adoptive parent custody of the child if all other eligible children are covered under the certificate prior to: the date of placement; or date of the entry. Coverage for such child will be the same as for all other covered Dependent Children. The [Employee] [Member] must: notify the Company in writing within 31 days of: the date of placement; or the date of the entry; and pay the required additional premium (if any); in order to have coverage for the adopted child continue beyond such 31 day period.

#### [DEFERRED EFFECTIVE DATE

#### **Active Service**

The effective date of insurance will be deferred for any [Employee] [Member] [or any eligible Spouse or Domestic Partner or Dependent Child] who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of: the date he returns to Active Service; and the date coverage would otherwise have become effective.]

#### [Late Enrollment

If application for insurance is not made within {31 days} of the date a person is first eligible for coverage [or a Life Status Change] [or during an Annual Re-Enrollment], the Covered Person will be considered a late enrollee. Coverage for any late enrollee will become effective on the later of: the date We approve the required evidence of insurability and receive required premium; and the date coverage would otherwise have become effective.]

#### **Replacement Coverage**

[An Employee] [A Member] [and any Spouse or Domestic Partner and Dependent Children] who were insured under a Prior Plan and who are not in Active Service on the effective date of the Policyholder under this Policy will be insured on that date for the lesser of:

- 1. the amount of coverage in effect under the Prior Plan on the date it terminated; and
- 2. the amount of coverage provided under this Policy.

If the amount of coverage otherwise provided by this Policy is greater than the amount provided under the Prior Plan, the greater amount will become effective on the {first day of the month on or after, *or* first day of the Policy year on or after *or* date] the [Employee] [Member], [Spouse or Domestic Partner or Dependent Child] returns to Active Service.]

[If [an Employee] [a Member] is required to contribute to the cost of any portion of his [or his Dependent Children's] insurance and is not in Active Service on the effective date of the Policyholder under this Policy, coverage will terminate {31 days} after the [Employee] [Member] returns to Active Service unless he submits an enrollment form and the required initial premium. If the [Employee] [Member] selects the amount of benefit for

which he is required to pay premium for himself [or any Dependent Children], the amount in effect under this provision will be the lesser of: the amount provided under the Prior Plan; and the smallest amount he may select under this Policy.]

#### **[Annual Re-Enrollment**

[An Employee] [A Member] currently insured under {the voluntary Accident portion of} this Policy, and a person who is eligible but has not previously enrolled, may increase or become insured for coverage under this Policy during an annual re-enrollment period as agreed to by Us and the Policyholder. [An Employee] [A Member] who is insured under this Policy may also elect or increase coverage for his eligible Dependent Children.] Coverage elected during an Annual Re-Enrollment Period will become effective [, subject to the *Active Service* section of the *Deferred Effective Date* provision,] on [the Policy Anniversary following, or first day of the month following the] date We receive a request and any required premium payment.]

#### [Life Status Change

A Life Status Change an event that the Policyholder determines qualifies [an Employee] [a Member] to [elect,] or increase accident insurance benefits [for himself and his Spouse or Domestic Partner and Dependent Children]. [Any change in benefit elections must be made within {31 days} of a Life Status Change.]

[Life Status Changes that qualify [an Employee] [a Member] to [elect or] increase his accident insurance include:

- [1. marriage];
- [2. loss of a spouse or Domestic Partner, whether by death, divorce, annulment or legal separation];
- [3. birth or adoption of a child, or acquiring a child through marriage]; and
- [4. an increase in cost or a significant reduction or loss of group accident benefits provided by a Spouse or Domestic Partner's Plan].]

[Life Status Changes that qualify [an Employee] [a Member] to [elect or] increase accident insurance for his Spouse or Domestic Partner and eligible Dependent Children include:

- [1. marriage];
- [2. birth or adoption of a child, or acquiring a child through marriage]; and
- [3. a significant reduction, increase in cost or loss of group accident benefits provided by a Spouse or Domestic Partner's Plan].

Any increases in benefits or added benefits elected under this Life Status Change provision will become effective on the [{first of the month following the} Life Status Change [or the {first day of the month following the} date the [Employee] [Member] applies and agrees to make required contributions]].

[The Policyholder should seek advice of its tax advisors if [Employees] [Members] may contribute to the cost of any insurance provided by this Policy with earnings not subject to Federal Income Tax. We cannot provide such advice nor offer any opinions on taxation or tax status of any contributions toward cost of insurance.]]

#### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

- 1. a change in benefits provided by this Policy; or
- 2. a change in the [Employee's] [Member's] Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

#### TERMINATION OF INSURANCE

The insurance on a Covered Person will end on the earliest date below:

- 1. the date this Policy or insurance for a Covered Class is terminated;
- [2. the date the Policyholder's coverage under this Policy ends;]
- the next premium due date after the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
- 4. the last day of the last period for which premium is paid;
- [5. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy, as shown in the *Schedule of Benefits*;]
- [6. with respect to a Spouse or Domestic Partner {or Dependent Child}, the date of the death of the covered [Employee] [Member] [or the date of divorce from the covered [Employee] [Member], unless the Spouse or Domestic Partner elects to continue insurance, including insurance on Dependent Children.] See Continuation of Insurance section;]
- [7. the date that the plan of benefits under which the Covered Person is covered is terminated.]

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

#### **[CONTINUATION OF INSURANCE**

Insurance for the covered Spouse or Domestic Partner [and Dependent Children] may be continued if a covered Spouse or Domestic Partner's [and Dependent Children's] insurance would otherwise end because of death of or divorce from the covered [Employee] [Member]. The Covered Spouse or Domestic Partner must:

- 1. submit a written request for continued insurance to Us within {31, 60, 90 days} of the event; and
- 2. pay the required premium to the Policyholder directly to Us.]

[Insurance continued under this provision may not exceed the amount of insurance in force on the day before insurance as a covered Spouse or Domestic Partner ended, nor may a Spouse or Domestic Partner add any Dependent Children for insurance.]

Premiums for insurance continued under this provision will start with: the Premium Due Date on; or next following the date of the event. If a Spouse or Domestic Partner does not: elect to continue insurance under this provision; or does not provide notification within the required time period; insurance will not be continued and any premium paid from the date of the event will be refunded. [However, if notification is not given to Us within the time period required in (1.) above, any return of premium will be limited to any excess paid in the last {six, 12 months}]

Any Continuation of Insurance is subject to Our continuing to offer insurance under this Policy to new applicants.]

#### **[CONTINUATION OF INSURANCE**

We will continue insurance under this Policy for a Spouse or Domestic Partner [and Dependent Children] of a covered [Employee] [Member] who dies, without payment of premium for {12 to 24 months}. The Spouse or Domestic Partner [and Dependent Children]: (a) must have been insured under this Policy on the date the [Employee] [Member] died; and (b) must continue to meet all other requirements for eligibility. Coverage continued under this provision will terminate on the earlier of: the end of {the 12<sup>th</sup> month}; and the date the Spouse or Domestic Partner [or any Dependent Child] ceases to meet all other requirements for eligibility.

#### [Continuation for {Layoff, Leave of Absence or Family Medical Leave}

Insurance for [an Employee] [a Member] {and covered Dependent Children} may be continued until the earliest of the following dates if: (a) [an Employee] [a Member] is on a temporary {layoff, an approved leave of absence or an approved family medical leave}; and (b) required premium contributions are paid when due.

- 1. [for a layoff, [{six months} after] the end of the month in which the layoff begins;]
- 2. [for an approved leave of absence: [{six months after] the end of the month in which the leave begins};]
- 3. [for an approved family medical leave {12 weeks in a consecutive 12-month period.}] [Such continuation will {run concurrently with, precede} a continuation during any other leave.]]

#### [Continuation for Military Service

If [an Employee] [a Member] begins a leave of absence to serve in the armed forces, insurance for the [Employee] [Member] {and his Covered Dependent Children} will continue until the earliest of the following dates, if the required premium is paid:

- 1. 18 months;
- 2. the day the [Employee] [Member] fails to return to work as outlined in the Uniform Services Employment and Reemployment Rights Act of 1994.

All of the following will apply when coverage is continued under this provision:

- 1. [any change in benefits that occurs during the period of continuation will apply on the effective date of the change;]
- 2. [any Active Service requirement will be waived; ]
- 3. The [Employee] [Member] will be given credit for the time he was covered under this Policy prior to the leave.

If [an Employee] [a Member] does not continue coverage for himself [and his Dependent Children] during such leave and returns to [work] [membership]:

- 1. the [Employee] [Member] [and his Dependent Children] will be covered on the date the [Employee] [Member] returns to [work] [membership] from the leave. The [Employee] [Member] must return to [work] [membership] as outlined in the Uniform Services Employment and Reemployment Rights Act of 1994;
- 2. any portion of an eligibility waiting period that has not been completed will not be credited during the [Employee's] [Member's] leave.]]

## **COMMON EXCLUSIONS**

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

- [1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane];
- [2. commission or attempt to commit a felony or an assault];
- [3. commission of or active participation in: a riot; insurrection; or Terrorist Act];
- [4. {bungee jumping;}{ parachuting;}{ skydiving;}{ parasailing;}{ hang-gliding}];
- [5. declared or undeclared war or act of war];
- [6. Terrorism [or Terrorist Acts]];
- [7. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;] or flight in; boarding; or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
  - [a. except as a fare-paying passenger on a regularly scheduled commercial airline];
    - [b. being flown by the Covered Person or in which the Covered Person is a member of the crew];
    - [c. being used for:

[8.

- [i. crop dusting; spraying or seeding; giving and receiving flying instruction; fire fighting; sky writing; sky diving or hang-gliding; pipeline or power line inspection; aerial photography or exploration; racing; endurance tests; stunt or acrobatic flying]; or
- [ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);]
- [d. designed for flight above or beyond the earth's atmosphere];
- [e. an ultra-light or glider];
- [f. being used for the purpose of parachuting or skydiving];
- [g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;]
- [9. travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle];
- [10. participation in any motorized race or contest of speed];
- [11. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program];
- [12. Sickness; disease; bodily or mental infirmity; bacterial or viral infection; or medical or surgical treatment thereof; except for any bacterial infection resulting from: an accidental external cut or wound; or accidental ingestion of contaminated food];
- [13. medical or surgical treatment; diagnostic procedure; administration of anesthesia; or medical mishap or negligence; including malpractice];
- [14. travel or activity outside the United States or Canada];
- [15. travel in any Aircraft: owned; leased; or controlled by the Policyholder; or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year];
- [16. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred];
- [17. voluntary ingestion of: any narcotic; drug; poison; gas or fumes; unless: prescribed or taken under the direction of a Physician; and taken in accordance with the prescribed dosage];
- [18. injuries compensable under: Workers' Compensation law; or any similar law];
- [19. occupational injuries for which benefits are not paid under: the Workers' Compensation Law; or any similar law];
- [20. injuries that result from a non-occupational accident];
- [21. a Covered Accident that occurs while on active duty service in: the military; naval; or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 daysl:

In addition, benefits will not be paid for:

- services or treatment rendered by: a Physician; Nurse; or any other person who is: a. employed or retained by the Policyholder; [22.

  - providing: homeopathic; aroma-therapeutic; or herbal therapeutic services; b.
  - living in the Covered Person's household; C.
  - who is: a parent; sibling; spouse or Domestic Partner; or child of the Covered Person];
- any Hospital Stay or days of a Hospital Stay that are not appropriate for the condition and locality.] [23.

## **[CONVERSION PRIVILEGE**

[1. If the Covered Person's insurance or any portion of it ends for a reason other than: non-payment of premium; the Covered Person's Age; or those reasons described in Paragraph 2 below; the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated policy. The Covered Person may not apply for an amount greater than his coverage under this Policy [less the amount of any other group accident insurance for which he becomes eligible within 31 days after the date coverage under this Policy terminated.] The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

The Covered Person must apply for the individual policy within 31 days after his coverage under this Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk.

The individual policy or certificate will take effect on the day following the date coverage under the Policy ended. If the Covered Person dies during this 31-day period as the result of an accident that would have been covered under this Policy, We will pay as a claim under this Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Policy.

- 2. If the Covered Person's insurance ends because this Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Policy for at least five year's the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
  - a. coverage under this Policy less any amount of group accident insurance: for which he is eligible on the date this Policy is terminated; or for which he became eligible within 31 days of such termination; or
  - b. {\$10,000}]

## **CLAIM PROVISIONS**

#### **Notice of Claim**

Written {or authorized electronic/telephonic} notice of claim must be given to Us: within {31 days} after a Covered Loss occurs or begins; or as soon as reasonably possible. If written {or authorized electronic/telephonic} notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written {or authorized electronic/telephonic} notice was given as soon as was reasonably possible. Notice can be given to Us: at Our Home Office in Houston, Texas; or such other place as We may designate for the purpose; or to Our authorized agent. Notice should include: the Policyholder's name and policy number; and the Covered Person's name; address; policy; and certificate number.

#### **Claim Forms**

Upon receipt of a notice of claim, We will send to the claimant claim forms for filing proof of loss. If such forms are not sent within 15 days after the giving of notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written {or authorized electronic} proof of the occurrence, character and extent of the loss for which the claim is made.

#### [Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine: whether benefits are payable; or the actual benefit amount due.]

#### **Proof of Loss**

Written {or authorized electronic} proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss; then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written {or authorized electronic} notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written {or authorized electronic} proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

[The Plan Administrator of the Policyholder's employee welfare benefit plan (the Plan) has selected the Insurance Company as the Plan fiduciary under federal law for the review of claims for benefits provided by this Policy and for deciding appeals of denied claims. In this role the Insurance Company shall have the authority, in its discretion: to interpret the terms of the Plan documents; to decide questions of eligibility for coverage or benefits under the Plan; and to make any related findings of fact. All decisions made by the Insurance Company in this capacity shall be final and binding on Participants and Beneficiaries of The Plan to the full extent permitted by law.

The Insurance Company has no fiduciary responsibility with respect to the administration of The Plan except as described above. It is understood that the Insurance Company's sole liability to the Plan and to Participants and Beneficiaries under The Plan shall be for the payment of benefits provided under this Policy.]

#### Time of Payment of Claims

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written {or authorized electronic} proof of such loss. Subject to due written {or authorized electronic} proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

## **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered [Employee] [Member] or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay { \$1,000 - \$5,000} to a relative by blood or marriage whom We believe is equitably entitled. Any payment made

by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

#### [Payment of Claims to Foreign [Employees] [Members]

The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to covered [Employees] [Members] whose place of [employment] [membership] is other than:

- {1. the United States of America;}
- {2. Puerto Rico; or}
- {3. the Dominion of Canada}.

We will not be responsible for the application or disposition by the Policyholder of any such benefits paid. Our payments to the Policyholder will constitute a full discharge of Our liability for those payments under this Policy.]

#### **Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

## **Legal Actions**

No action at law or in equity may be brought to recover under this Policy less than 60 days after written {or authorized electronic} proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

## **Beneficiary**

The beneficiary is the person or persons the [Employee] [Member] names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary [, or to make any assignment of rights or benefits permitted by this Policy.] [A separate beneficiary may be designated to receive any Accidental Death Benefit payable at the death of the [Employee's] [Member's] Spouse or Domestic Partner or Dependent Child.] [Any Accidental Death Benefit payable at the death of the [Employee's] [Member's] Spouse or Domestic Partner or Dependent Child will be paid to the [Employee's] [Member's] estate.]

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the [Employee] [Member] has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the [Employee] [Member] dies while benefits are payable to him, We may make direct payment to [the first surviving class of the following classes of persons:

- 1. Spouse or Domestic Partner;
- 2. Child or Children;
- 3. mother or father;
- 4. sisters or brothers;
- 5. estate of the [Employee] [Member].]

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[the estate of the[Employee] [Member].]

## **Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods:

- 1. A request for lump sum payment of the overpaid amount;
- 2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

## **ADMINISTRATIVE PROVISIONS**

#### **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. [If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place.]

#### **Changes in Premium Rates**

We may change the premium rates from time to time with at least {31 days} advance written notice to the Policyholder. No change in rates will be made until {12 months} after the Policy Effective Date. An increase in rates will not be made more often than once in {a 12-month period}. However, We reserve the right to change rates at any time if any of the following events take place:

- 1. the terms of this Policy change;
- [2. the terms of the Policyholder's participation change;]
- [3.] a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;
- [4.] there is a change in the factors bearing on the risk assumed;
- [5.] any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

### **Payment of Premium**

The first premium is due on the Policy Effective Date. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder.

If any premium is not paid on the Premium Due Date when due, this Policy will be cancelled as of such Premium Due Date, except as provided in the Policy Grace Period section.

## **Grace Period**

[1. {Policy}

A Policy Grace Period of {31 days} will be granted for payment of required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.]

## [2. Covered Person

A Grace Period of {31 days} will be granted for payment of required premiums under this Policy. A Covered Person's insurance under this Policy will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If: no such claims are incurred; and premium is not paid during the grace period; insurance will end on the last day of the period for which premiums were paid.]

## **GENERAL PROVISIONS**

## **Entire Contract; Changes**

This Policy, including: the endorsements; amendments; and any attached papers; constitutes the entire contract of insurance. No change in this Policy will be valid until: approved by one of Our executive officers; and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

#### **Misstatement of Fact**

If the Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

#### Certificates

Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list: the benefits; conditions; and limits of this Policy. It will state to whom benefits will be paid.

## **Multiple Certificates**

The Covered Person may have in force only one certificate at a time under this Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.]

[A Covered Person is not eligible for insurance under more than {one certificate providing benefits for accident insurance under group policies issued by Us}. If premium is being paid for more than one such certificate, insurance will be in effect under the certificate with the earliest effective date and premiums paid for certificates which are not in effect will be refunded.]]

#### Assignment

## Option 1: Include if no rights and benefits are assignable:

[The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.]

## Option 2: Include when no assignment other than benefits that have become payable is permitted:

[The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if We receive it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident. Any other attempt to assign will be void.]

## Option 3: Include if assignment is permissible:

[We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while: the assignment remains in effect; and insurance under this Policy and the Covered Person's certificate remains in force.]

#### Incontestability

1. Of This Policy or Participation Under This Policy

All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used: to deny or reduce benefits; or be used as a defense to a claim; or to deny the validity of this Policy or of participation under this Policy; unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

#### 2. Of a Covered Person's Insurance

All statements made by a Covered Person are considered representations and not warranties. No statement will be used: to deny or reduce benefits; or be used as a defense to a claim; unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from: the Covered Person's effective date of insurance; or from the effective date of increased benefits; no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

## [Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

- the names of all persons insured on the Policy Effective Date;
- 2. the names of all persons who are insured after the Policy Effective Date;
- 3. the names of those persons whose insurance has terminated;
- 4. additional information required by Us.]

## **Policy Termination**

We may terminate coverage on or after [the first anniversary of the policy effective date]. The Policyholder may terminate coverage on any premium due date. Written {or authorized electronic} notice must be given at least {31 days} prior to such premium due date. [Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to Us to terminate coverage at the end of the period for which premium was paid.]

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

#### Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are: written application of the Policyholder satisfactory to Us; and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid [, but not to any period more than {60 days} prior to the date of reinstatement.]

#### **Clerical Error**

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

#### **Conformity with State Statutes**

Any provision of the Policy which, on its effective date, is in conflict with the jurisdiction in which the Insured resides on the effective date is automatically changed to satisfy the minimum requirements of such laws.

## **Policy Changes**

We may agree with the Policyholder to modify a plan of benefits without the Covered Person's consent.

### **Workers' Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

## **Examination of the Policy**

This Policy will be available for inspection at the Policyholder's office during regular business hours.

## **Examination of Records**

We will be permitted to examine all of the Policyholder's records relating to this Policy. Examination may occur at any reasonable time while the Policy is in force; or it may occur:

- 1. at any time for two years after the expiration of this Policy; or, if later,
- 2. upon the final adjustment and settlement of all Policy claims.

The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

## DESCRIPTION OF [COVERAGES] AND BENEFITS

This Description of [Coverages and] Benefits Section describes the Accident [Coverages and] Benefits provided by this Policy. Benefit amounts; benefit periods; and any applicable aggregate and benefit maximums are shown in the Schedule of Benefits. Certain words capitalized in the text of these descriptions have special meanings within this Policy and are defined in the General Definitions section. Please read these and the Common Exclusions sections in order to understand: all of the terms; conditions; and limitations applicable to these [coverages and] benefits.

## **[ACCIDENTAL DEATH BENEFIT**

**Covered Loss** We will pay the benefit shown in the Schedule of Benefits if a Covered

Person dies from a Covered Injury resulting directly and independently of all other causes from a Covered Accident [within the applicable time period

specified in the Schedule of Benefits].

**Exclusions** Exclusions that apply to this Benefit are specified in *Common Exclusions* 

Section.1

#### [ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### **Covered Loss** We will pay the benefit for any one of the Covered Losses listed in the

Schedule of Benefits, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident [within the applicable time period specified in the Schedule of

Benefits].

Ilf the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.] If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

Definitions		
	<b>Loss of a Hand or Foot</b> means complete Severance through or above the wrist or ankle joint.	
	Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by: natural; surgical; or artificial means.	
	, , , , , , , , , , , , , , , , , , ,	
	Loss of Speech means total and permanent loss of audible communication which is irrecoverable by: natural; surgical; or artificial means.	
	Loss of Hearing means total and permanent loss of ability to hear any sound {in both ears} which is irrecoverable by: natural; surgical; or artifici means.	

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Loss of Toes means complete Severance through the

	metatarsalphalangeal joint.
	· • •
	Paralysis or Paralyzed means total loss of use of a limb. A Physician
	must determine the loss of use to be complete and irreversible.
	•
	Quadriplegia means total Paralysis of both upper and both lower limbs.
	<b>Hemiplegia</b> means total Paralysis of the upper and lower limbs on one side of the body.
	Paraplegia means total Paralysis of both lower limbs or both upper limbs.
	Uniplegia means total Paralysis of one upper or one lower limb.
	Coma means a profound state of unconsciousness: which resulted directly
	and independently from all other causes from a Covered Accident; and
	from which the Covered Person is not likely to be aroused through
	powerful stimulation. This condition must be diagnosed and treated
	regularly by a Physician. Coma does not mean any state of
	unconsciousness intentionally induced during the course of treatment of a
	Covered Injury unless the state of unconsciousness results from the
	administration of anesthesia in preparation for surgical treatment of that
	Covered Accident.
	Severance means the complete and permanent separation and
	dismemberment of the part from the body.
Exclusions	The exclusions that apply to this benefit are in the Common Exclusions

## [ADDITIONAL [ACCIDENTAL DEATH AND DISMEMBERMENT] COVERAGES]

[{Accidental Death and Dismemberment} benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other {Accidental Death and Dismemberment} benefits payable.]

### [ARMED FORCES COVERAGE

Benefits for {Accidental Death and Dismemberment}, as shown in the *Schedule of Covered Losses*, will be payable if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs while he is on active duty in any Armed Forces.

**Exclusions**The exclusions that apply to this coverage are in the *Common Exclusions* 

Section.]

Section.]

## **[EXPOSURE AND DISAPPEARANCE COVERAGE**

Benefits for {Accidental Death and Dismemberment}, as shown in the *Schedule of Covered Losses*, will be payable if a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within  $\{1-7 \text{ years}\}\$  from the date of: the wrecking; sinking; or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

**Exclusions**The exclusions that apply to this coverage are in the *Common Exclusions*Section.

#### [NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE

Benefits for {Accidental Death and Dismemberment}, as shown in the *Schedule of Covered Losses*, will be payable subject to the following conditions if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while the Covered Person is a member of the U.S. Military Reserve or National Guard.

While the Covered Person is a member of the U.S. Military Reserve or National Guard, coverage under this Policy will remain in force beyond the 31-day active duty training period and continue:

- 1. during the Covered Person's initial training period;
- 2. if the Covered Person is called to active duty [for a domestic emergency].

**Exclusions**The exclusions that apply to this coverage are in the *Common Exclusions*Section.]

#### **[OWNED AIRCRAFT COVERAGE**

Benefits for {Accidental Death and Dismemberment}, as shown in the *Schedule of Covered Losses*, will be payable if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs: during travel or flight in; including getting in or out of; any Aircraft that is: owned; leased; operated; or controlled by the Policyholder {or any of its subsidiaries or affiliates}. A record of eligible Aircraft will be maintained by the Policyholder and available for review by Us at any time during normal business hours. An Aircraft substituted for an eligible Aircraft will also be eligible if it has no greater seating capacity and the original Aircraft is withdrawn from normal use due to: breakdown; repair; servicing; loss; or destruction.

**Exclusions**The exclusions that apply to this coverage are in the *Common Exclusions*Section.

## [PILOT COVERAGE

Benefits for {Accidental Death and Dismemberment}, as shown in the *Schedule of Covered Losses*, will be payable if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while: the Covered Person is flying as a licensed pilot [or member of the crew] of an Aircraft; and meets all of the following requirements:

- [1. has submitted a completed Pilot Data History form and been accepted for Pilot Coverage by Us;]
- [2. maintains the same level of qualification stated on the Pilot Data History form submitted to and approved by Us;]
- [3. completes and maintains a combined minimum of {200 hours} of military, private or professional logged flight hours;]
- [4. is flying as a pilot [or member of the crew] of an Aircraft traveling on or transacting business for the Policyholder. All trips must have been authorized in advance by the Policyholder;]
- [5. is flying as a pilot [or member of the crew] of an Aircraft [described below] or [on a list of eligible Aircraft maintained by the Policyholder, including a substitute Aircraft with no greater seating capacity while a [specified] or [listed] Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction;]
- [6. is flying as a pilot [or member of the crew] of an Aircraft that is [not] owned, leased, operated or controlled by the Policyholder;]
- [7. is not giving or receiving flight instruction.]

[Description of Aircraft Covered

{XXXXXXXX will list: type of Aircraft; license number; and passenger seating capacity: Boeing 727; License # PA12345; passenger seating capacity: 45}]

**Exclusions**The exclusions that apply to this coverage are in the *Common Exclusions*Section.

## **[WAR RISK COVERAGE**

Benefits for {Accidental Death and Dismemberment} as shown in the *Schedule of Covered Losses*, will be payable, subject to the following conditions and exclusions, if a Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during war or acts of war that occur in:

- {1. any specifically described geographic area such as Saudi Arabia, Iran, Serbia}; or
- {2. a generally described geographic area such as worldwide, excluding the United States and its territories and possessions.}

The Policyholder may cancel this war risk coverage at any time by sending written notice to Us at Our home office address. Coverage will be canceled upon receipt of notice or a date specified by the Policyholder.

We may cancel this coverage at any time by providing written notice to the Policyholder at least {10 days} prior to termination of this coverage. Any unearned premium will be promptly returned to the Policyholder.

#### Exclusions

This benefit does not provide coverage when a Covered Loss occurs:

- [1. in the United States and its territories and possessions; or]
- [2. in any nation of which the Covered Person is a citizen.]

[{Other} exclusions that apply to this coverage are in the *Common Exclusions* Section.]]

## [ADDITIONAL ACCIDENT BENEFITS]

[{Accidental Death and Dismemberment benefits} are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other {Accidental Death and Dismemberment benefit} payable.]

#### [ADDITIONAL OCCUPATIONAL BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the covered [Employee] [Member] suffers a Covered Loss which results directly and independently of all other causes from a Covered Accident that occurs while the covered [Employee] [Member] is on the Policyholder's premises and engaged in the course of his [job] [membership] [or on business travel pre-authorized by the Policyholder].

[Business travel begins at the actual start of a business trip that has been pre-authorized by the Policyholder, whether the trip starts at the covered [Employee's] [Member's]: home; place of work; or another place. Business travel coverage:

- 1. ends when the covered [Employee] [Member] arrives at his: home; or place of work; whichever happens first; and
- 2. is not in effect during the covered [Employee's] [Member's] Personal Deviation.]

[Business travel includes: riding in; or getting on or off of; an Aircraft, but only if:

- 1. the covered [Employee] [Member] is riding as a passenger only, and not as a pilot or member of the crew; and
- 2. the Aircraft is not being used for any of the following:
  - a. crop dusting, spraying or seeding;
  - b. fire fighting;
  - c. sky writing;
  - d. sky diving or hang gliding;
  - e. pipeline or power line inspection;
  - f. aerial photography or exploration;
  - g. racing;
  - h. endurance tests, stunt or acrobatic flying:
  - i. any operation which requires a special permit from the FAA, even if it is granted unless the permit is required only because of the territory flown over or landed on;
  - j. giving or receiving flying instruction.]

**Definitions** For purposes of this benefit:

**Personal Deviation** means an activity that meets all of the following conditions:

- is not reasonably related to the Policyholder's business trip;
- 2. is not incidental to the Policyholder's business;
- 3. occurs: prior to the end of the trip; [or within {one hour } before or after the trip].

[A Personal Deviation does not include extension of a business trip authorized in advance by the Policyholder as necessary to reduce transportation costs.]

#### **Exclusions**

[Business travel coverage is not provided during:

- 1. normal commuting between the covered [Employee's] [Member's] home and place of work; or
- 2. the covered [Employee's] [Member's] Personal Deviation (in excess of 30 days).]

[{Other} exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### AMBULANCE EXPENSE BENEFIT

We will pay Covered Ambulance Expenses up to the Maximum Emergency Ambulance Benefit shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Covered Person requires ambulance services due to a Covered Injury [or Covered Illness] resulting directly and independently of all other causes from a Covered Accident [, or due to an Emergency Sickness].

The ambulance services provided must be for ground or air transportation from the scene of the Covered Injury [or Covered Illness] [or Emergency Sickness] to the nearest Hospital that is able to provide appropriate care within 48 hours of the Covered Accident.

#### **Definitions**

For purposes of this Benefit:

Covered Illness means an illness or disease diagnosed by a Physician which:

- causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the Covered Person's health or place his life in jeopardy; and
- 2. first manifests itself suddenly and unexpectedly while the Covered Person is participating in a Covered Activity.]

## [BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

We will pay counseling sessions, up to the Maximum Benefit Amount shown in the *Schedule of Benefits* and subject to the following conditions and exclusions, when the Covered Person {and/or Immediate Family Member} requires bereavement and trauma counseling because the Covered Person suffered a Covered Loss that resulted directly and independently of all other causes from a Covered Accident. Such counseling must meet all of the following conditions:

- 1. covered bereavement and trauma counseling expenses must be incurred within {one year} from [the date of the Covered Accident causing the Covered Loss];
- 2. the expense is charged for a bereavement or trauma counseling session for the Covered Person {and/or one or more of his Immediate Family Members};
- 3. counseling is provided under the care, supervision or order of a Physician;
- 4. a charge would have been made if no insurance existed.

#### **Definitions**

For purposes of this benefit:

Immediate Family Member means a person who is related to the Covered Person in any of the following ways: Spouse or Domestic Partner; brother-in-law; sister-in-law; son-in-law; daughter-in-law; mother-in-law; father-in-law; parent (includes stepparent); brother or sister (includes stepbrother or stepsister); or child (includes legally adopted child or stepchild).

#### **Exclusions**

Covered bereavement and trauma counseling benefits do not include any expense for which the Covered Person is entitled to benefits under any Workers' Compensation Act or similar law.

[{Other} exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### IBOMB SCARE, BOMB SEARCH OR BOMB EXPLOSION BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the covered [Employee] [Member] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

- 1. the covered [Employee] [Member] is on the Policyholder's premises when the Covered Accident occurs;
- 2. the Covered Accident is caused by or results from a Bomb Scare, Search or Explosion, as defined below;
- 3. the covered [Employee] [Member] is an authorized participant of a team or squad engaged in a Bomb Search or related activity;
- **4.** the Policyholder authorizes the covered [Employee's] [Member's] participation and sanctions the search.

#### **Definitions**

For purposes of this benefit:

**Bomb** means any real or dummy explosive device placed with intent to: damage; scare; or cause injury.

**Scare** means any real or false report of a Bomb on the premises of the Policyholder .

**Search** means any organized search for a reported Bomb.

**Explosion** means any detonation of a Bomb on the Policyholder's premises which appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. [It does not include: any act of declared or undeclared war in the United States of America or Canada; or acceptance of known explosives as cargo.]

#### **Exclusions**

The exclusions that apply to this benefit are in the Common Exclusions Section. ]

## [BULLETPROOF VEST BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the covered [Employee] [Member] {who is Age 18 or older} is on official duty for the Policyholder and is shot during a Covered Accident while wearing a Bulletproof Vest and:

- 1. the Bulletproof Vest fails to prevent the bullet's penetration through the vest; and
- 2. such penetration results, directly and independently of all other causes, in {a Covered Loss, Covered Injury}.

#### Definition

For purposes of this benefit:

**Bulletproof Vest** means a protective vest designated as {Threat Level II-A; Threat Level II; or Threat Level III-A} [manufactured by a vendor designated by the Policyholder] and [purchased not more than {five years} before the Covered Accident.]

#### **Exclusions**

The exclusions that apply to this benefit are in the Common Exclusions Section.]

#### [BURIAL AND CREMATION BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, for burial or cremation of the covered [Employee] [Member] who dies from a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### [BUSINESS TRAVEL BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the covered [Employee] [Member] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a business trip authorized in advance by the Policyholder. The Covered Loss must be sustained:

- 1. in the course of the covered [Employee's] [Member's] [job] [membership];
- [2. away from the premises of the Policyholder in the covered [Employee's] [Member's] city of permanent assignment].

Coverage will begin at the actual start of a business trip authorized by the Policyholder. It does not matter if the trip starts at the covered [Employee's] [Member's]: home; place of work; or any other place. Coverage will end when the covered [Employee] [Member] arrives at his: home; or place of work; whichever happens first.

#### [Definitions

For purposes of this benefit:

Personal Deviation means an activity that meets all of the following conditions:

- 1. is not reasonably related to the Policyholder's business trip;
- is not incidental to the Policyholder's business;
- occurs prior to the end of the trip [or within {one hour} before or after the trip].

[A Personal Deviation does not include extension of a business trip authorized in advance by the Policyholder as necessary to reduce transportation costs.]]

#### **Exclusions**

Coverage for business travel is not provided during [any of the following]:

- normal commuting between the covered [Employee's] [Member's] home and place of work;
- [2. travel in an Aircraft: owned; leased; operated; or controlled by the Policyholder;]
- 3. travel to another location where the [Employee] [Member] is expected to be assigned for more than {60 days} by the Policyholder;
- 4. a covered [Employee's] [Member's] Personal Deviation [in excess of {31 days}].

[{Other} exclusions that apply to this benefit are in the *Common Exclusions* Section.]

## [CHILD CARE CENTER BENEFIT

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent Child in a Child Care Center if death of the covered [Employee] [Member][Spouse or Domestic Partner] results directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

- coverage for his Dependent Children was in force on the date of the Covered Accident causing his death: and
- 2. one or more surviving Dependent Children is under Age {13}; and
  - [a. was enrolled in a Child Care Center on the date of the Covered Accident; or]
  - [b. enrolls in a Child Care Center within { 90 365 days} from the date of the Covered Accident].

This benefit will be payable to the Surviving Spouse or Domestic Partner if the Spouse or Domestic Partner has custody of the child. If the Surviving Spouse or Domestic Partner does not have custody of the child, benefits will be paid to the child's legally appointed guardian. Payments will be made at the end of each {12 month} period that begins after the date of the covered [Employee's] [Member's][Spouse or Domestic Partner's] death. A claim must be submitted to Us at the end of each {12 month} period [with proof of enrollment and attendance]. A {12 month} period begins:

[1. when the Dependent Child enters a Child Care Center for the first time, within the period specified in (2b) above, after the covered [Employee's] [Member's][Spouse or Domestic Partner's] death; or]

 on the first of the month following the covered [Employee's] [Member's][Spouse or Domestic Partner's] death, if the Dependent Child was enrolled in a Child Care Center before the covered [Employee's] [Member's][Spouse or Domestic Partner's] death.

Each succeeding {12 month} period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

#### **Definitions**

For purposes of this benefit:

Child Care Center is a facility which:

- is licensed and run according to laws and regulations applicable to child care facilities; and
- 2. provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following:

- 1. a Hospital;
- 2. the child's home;
- 3. care provided during normal school hours while a child is attending grades one through twelve.

**Surviving Spouse or Domestic Partner** will include the covered [Employee] [Member] and covered Spouse or Domestic Partner.

#### **Exclusions**

The exclusions that apply to this benefit are in the Common Exclusions Section.]

#### **[COMMON CARRIER BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits* if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs while riding as a fare-paying passenger in, or being struck by, a Common Carrier. Riding includes getting into and out of the Common Carrier.

[If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the Covered Loss results in death, benefits will only be paid for Loss of Life.]

## Definition

For purposes of this benefit:

#### Common Carrier means:

- 1. a public conveyance, including Aircraft, licensed for hire to carry farepaying passengers; or
- 2. a transport Aircraft operated by the Air Mobility Command of the United States of America or a similar air transport service of another country.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### **EMERGENCY ROOM BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires Emergency Room Treatment due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

#### Definition

For purposes of this benefit:

**Emergency Room** means a trauma center or a special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.

**Exclusions** 

The exclusions that apply to this benefit are in the Common Exclusions Section.

#### **[ESCALATOR BENEFIT**

We will increase the Covered Person's Principal Sum by {the dollar amount or the percentage of Principal Sum} shown on the *Schedule of Benefits*, subject to the following conditions and exclusions. [The Covered Person must be under Age {55; 60} to be eligible for this benefit.]

[Benefit amounts for {a covered Spouse or Domestic Partner, Dependent Child} will not be increased.]

[The Principal Sum used to calculate this benefit:

- 1. will be the amount in force when the Covered Person first becomes insured for this benefit;
- 2. will not compound previous Escalator benefit amounts.]

Increases will become effective on each {Policy or certificate anniversary} after the Covered Person has been insured for {12 consecutive months}. Benefit increases will occur automatically at the end of each {12 month} period, for a maximum of {five years}.

[Increases provided by this benefit will be calculated separately for each additional Principal Sum the Covered Person elects. The total amount of all increases will not exceed the highest amount shown in the *Schedule of Benefits*.

[If the Covered Person's Principal Sum is reduced, any increases provided under this benefit will be reduced in the same proportion.]

**Exclusions** [This benefit will not apply to any *Bonus Benefit*.]

[{Other} exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### **[FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT**

We will pay the amount shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault as described below. [A police report detailing the felonious assault or violent crime must be provided before any benefits will be paid.] [The Covered Accident must occur while the Covered Person is on the business or premises of the Policyholder.]

To qualify for benefit payment, the Covered Accident must occur during any of the following:

- 1. actual or attempted robbery or holdup;
- actual or attempted kidnapping;
- 3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurred.

[We will pay a Hospital Stay Benefit, subject to the following conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault if all of the following conditions are met:

- [1. the Covered Person is covered for Hospital Stay benefits under this Policy;]
- the Hospital Stay begins within {30 days} of the violent crime/felonious assault;
- [3. the Hospital Stay is at the direction and under the care of a Physician;]
- 4. the Covered Person provides proof satisfactory to Us that his Hospital Stay was necessitated to treat Covered Injuries sustained in a Covered Accident caused solely by a violent crime or felonious assault;
- 5. the Hospital Stay begins while the Covered Person's insurance is in effect.]

The benefit will be paid for each day of a continuous Hospital Stay. [If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.]

### **Definitions** For purposes of this benefit:

**Family Member** means the Covered Person's: parent; step-parent; Spouse or Domestic Partner or former Spouse or Domestic Partner; son; daughter; brother; sister; mother-in-law; father-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-law; aunt; uncle; cousins; grandparent; grandchild; and stepchild.

**Fellow [Employee] [Member]** means [a person employed by] [a member of] the same Entity as the Covered Person or by an Entity that is an affiliated or subsidiary entity. It shall also include any person who was so [employed] [qualified as a member], but whose [employment] [membership] was terminated not more than {45 days} prior to the date on which the defined violent crime/felonious assault was committed.

**Member of the Same Household** means a person who maintains residence at the same address as the Covered Person.

#### **Exclusions**

Benefits will not be paid for treatment of any Covered Injury sustained or Covered Loss incurred during any:

- 1. violent crime or felonious assault committed by the Covered Person; or
- 2. felonious assault or violent crime committed upon the Covered Person by: a Fellow [Employee] [Member]; Family Member; or Member of the Same Household.

[{Other} exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

## **IHIV OCCUPATIONAL ACCIDENT BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the covered [Employee] [Member] suffers a Covered Injury resulting, directly and independently of all other causes, from a Covered Accident. Such Covered Accident must: occur during the performance of Occupational Duties; and result in the covered [Employee] [Member] acquiring and testing positive for Human Immunodeficiency Virus (HIV) antibodies within {one year} of the Covered Injury.

In order to receive this benefit, the covered [Employee] [Member] must satisfy all of the following:

- 1. submit a Workers' Compensation Injury report to the Policyholder within {48 hours} of the Covered Accident that occurs during the performance of Occupational Duties;
- test negative for Human Immunodeficiency Virus (HIV) antibodies within {48 hours} of such Covered Accident;
- 3. test positive for Human Immunodeficiency Virus (HIV) antibodies in a subsequent Blood Test within {one year} of the date of the Covered Accident.

## **Definitions**

For purposes of this benefit:

**Occupational Duties** means the performance of normal work duties on behalf of the Policyholder.

**HIV** means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

**Blood Test** means a positive (reactive) Enzyme-linked Immunosorbent Assay (ELISA) test, confirmed by the Western Blot Test, or other tests that may be approved by the Centers for Disease Control and Prevention and accepted by Us.

**Exclusions** 

The exclusions that apply to this benefit are in the Common Exclusions Section.]

#### **IHOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

We will pay the Covered Home Alteration and Vehicle Modification Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Person suffers a Covered Loss, other than a Loss of Life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

- prior to the date of the Covered Accident causing such Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
- 2. as a direct result of such Covered Loss, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
- 3. the Covered Person requires home alteration or vehicle modification within {one year} of the date of the Covered Accident.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### **[HOSPITAL STAY BENEFIT**

We will pay the {daily, monthly} benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the Covered Person requires a Hospital Stay due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Hospital Stay must meet all of the following:

- 1. be at the direction and under the care of a Physician;
- begin within {30 days} of the Covered Accident;
- [3. begin while the Covered Person's insurance is in effect.]

The benefit will be paid for each day of a continuous Hospital Stay that continues after the end of the Benefit Waiting Period as shown in the *Schedule of Benefits*. Benefits will be paid retroactively to the first day of the Hospital Stay. [If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.]

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

### [PRIVATE PASSENGER BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident while: driving; riding as a passenger in; or getting in or out of; a Private Passenger Automobile.

Include if Accidental Death and Dismemberment Benefits are not included in the issued policy. [If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the Covered Loss results in death, benefits will only be paid for Loss of Life.]

#### **Definition** For purposes of this benefit:

**Private Passenger Automobile** means a validly registered: four wheel private passenger car (including Policyholder-owned cars); campers; motorized golf carts; motor homes; non-motorized bicycles; non-motorized adult tricycles; station wagons; sport utility vehicles; pick-up trucks; and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as: a taxicab; bus; or other public conveyance will not be considered a Private Passenger Automobile.

Any vehicle not defined above will not be considered a Private Passenger Automobile.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### **[REHABILITATION BENEFIT**

We will pay the Rehabilitation Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Person requires rehabilitation after sustaining a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Covered Person must require Rehabilitation within {two years} after the date of {the Covered Accident, Covered Loss}.

#### Definition

For purposes of this benefit:

**Rehabilitation** means: {medical services; supplies; or treatment; or Hospital confinement (or part of a Hospital confinement)} that satisfies all of the following conditions:

- 1. are essential for physical rehabilitation required due to the Covered Person's Covered Loss;
- 2. meet generally accepted standards of medical practice;
- are performed under: the care; supervision; or order of a Physician;
- 4. prepare the Covered Person to return to his or any other occupation.]

Exclusions

The exclusions that apply to this benefit are in the Common Exclusions Section.]

## [SEATBELT [AND AIRBAG] BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. [*if airbag benefit is included:* An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).]

Verification of proper use of the seatbelt at the time of the Covered Accident [and that the Supplemental Restraint System properly inflated upon impact] must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

[lf: such certification or police report is not available; or it is unclear whether the Covered Person was wearing a seatbelt [or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System]; We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.]

[In the case of a child, seatbelt means: a child restraint; as required by state law and approved by the National Highway Traffic Safety Administration; properly secured; and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.]

#### **Definitions**

For purposes of this benefit:

if airbag benefit is included: **Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas.

**Automobile** means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to: a sedan; station wagon; sport utility vehicle; or a motor vehicle of the pickup; van; camper; or motor-home type. Automobile does not include: a mobile home; or any motor vehicle which is used in mass or public transit.

#### **Exclusions**

The exclusions that apply to this benefit are in the Common Exclusions Section.]

## **SPECIAL EDUCATION BENEFIT**

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, for [each qualifying Dependent Child] [and][a surviving qualifying Spouse] [who {is/are} insured under the covered [Employee's] [Member's] certificate on the date he dies {or if he has been Totally Disabled during the Benefit Waiting Period for Permanent Total Disability benefits] [upon the Covered Person's death.] The [Employee's] [Member's] death must result, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit

[or Permanent Total Disability Benefits] (is, are) payable under the Policy. This benefit is subject to the conditions and exclusions described below.

## [A qualifying Dependent Child must:

- a. [be enrolled as a full-time student in an accredited school of higher learning beyond the 12<sup>th</sup> grade level on the date of the covered [Employee's] [Member's] Covered Accident]; or
  - b. [be at the 12<sup>th</sup> grade level on the date of the covered [Employee's] [Member's] Covered Accident and then enroll as a full-time student at an accredited school of higher learning within {365 days} from the date of the Covered Accident and continue his education as a full-time student.]
- continue his education as a full-time student in such accredited school of higher learning;and
- 3. incur expenses for: tuition; fees; books; room and board;, transportation; and any other costs: payable directly to; or approved and certified by; such school.]

#### [A qualifying Dependent Child must:

- 1. enroll as a full-time student at a school of higher learning before reaching the limiting Age for dependent eligibility stated in the Policy;
- 2. continue his education as a full-time student; and
- 3. incur expenses for: tuition; fees; books; room and board; transportation; and any other costs: payable directly to; or approved and certified by; such school.]

## [A qualifying surviving Dependent Child must:

- 1. enroll as a full-time student at a school of higher learning before reaching the limiting Age for dependent eligibility stated in the Policy;
- 2. continue his education as a full-time student; and
- 3. incur expenses for: tuition; fees; books; room and board; transportation; and any other costs: payable directly to; or approved and certified by; such school.]

## [A qualifying surviving Spouse must:

- enroll in any accredited school for the purpose of retraining or refreshing skills needed for employment within {one year} of the date of the covered [Employee's] [Member's] Covered Accident:
- 2. remain enrolled in such accredited school; and
- 3. incur expenses: payable directly to; or approved by; such school.]]

Payments will be made to each qualifying Dependent Child [or to the child's legal guardian, if the child is a minor] at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within {31 days} of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered [Employee] [Member] died [or completed the Benefit Waiting Period for Permanent Total Disability benefits], if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

[If no Dependent Child qualifies for Special Education Benefits within {365 days} of the covered [Employee's] [Member's] death [or completion of the Benefit Waiting Period for Permanent Total Disability Benefits], We will pay the default benefit shown in the *Schedule of Benefits* to the covered [Employee's] [Member's] beneficiary.]

[Payments will be made to the surviving Spouse at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Spouse's enrollment and attendance within {31 days} of the end of each year. The first year for which a Special Education Benefit is payable will begin on the date the surviving Spouse enrolls in an accredited school for the first time following the date the [Employee] [Member] died [or completed the Benefit Waiting Period for Permanent Total Disability benefits]. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.]]

[If a surviving Spouse does not qualify for Special Education Benefits within {365 days} of the covered [Employee's] [Member's] death [or completion of the Benefit Waiting Period for Permanent Total Disability Benefits], We will pay the default benefit shown in the *Schedule of Benefits* to the covered [Employee's] [Member's] beneficiary.]

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### **ITOTAL DISABILITY WEEKLY INCOME BENEFIT**

We will pay weekly benefits shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, to the Covered Person whose Total Disability results: directly and independently of all other causes from; and within {31 days} of; a Covered Accident. Weekly disability benefits will begin when the Totally Disabled Covered Person satisfies the Benefit Waiting Period shown in the *Schedule of Benefits* and will end on the earliest of the date he:

- 1. dies;
- is no longer Totally Disabled;
- 3. fails to provide certification by a Physician that he remains Totally Disabled;
- [4. is eligible to receive [Accidental Death and Dismemberment benefits] [Permanent Total Disability benefits] for the same Covered Accident]:
- reaches the end of the Maximum Benefit Period shown in the Schedule of Benefits.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### **[WAIVER OF PREMIUM BENEFIT**

We will waive premiums, beginning with those due on and after the end of the Benefit Waiting Period, for a covered [Employee] [Member] [Spouse or Domestic Partner} who:

- a. becomes Totally Disabled [within {30 days} of] [after suffering] a Covered Loss that results directly and independently of all other causes from a Covered Accident; and
- b. satisfies all of the following conditions:
  - 1. Total Disability must begin before the covered [Employee's] [Member's] [Spouse or Domestic Partner's] {60th} birthday;
  - 2. We must receive proof satisfactory to Us that Total Disability was continuous during the Benefit Waiting Period:
  - insurance under this Policy remains in force during the Benefit Waiting Period.

The covered [Employee] [Member] must submit satisfactory proof of continuous Total Disability to Us no more than {three to 12 months} after the date he [became Totally Disabled] [satisfies the Benefit Waiting Period]. Proof of continuing Total Disability must be submitted to Us during the last {three months} of each year. We may have the covered [Employee] [Member] [Spouse or Domestic Partner} examined as often as reasonably necessary while Totally Disabled, but not more than once a year after two years.

The amount of insurance for which premiums will be waived is the amount in force on the date the covered [Employee] [Member] [Spouse or Domestic Partner} became Totally Disabled. This amount will be subject to any age reductions applicable during the Benefit Period. Any increases in coverage that would have occurred if the covered [Employee] [Member] [Spouse or Domestic Partner} were not Totally Disabled will be deferred, as described in the *Deferred Effective Dates* provision of the *Eligibility and Effective Date* section of this Policy.

Premiums will cease to be waived on the earliest of the following dates:

- 1. the premium due date following the date the covered [Employee] [Member] [ Spouse or Domestic Partner} ceases to be Totally Disabled;
- 2. the date the covered [Employee] [Member] [Spouse or Domestic Partner} refuses to be examined or fails to provide required proof of continuing Total Disability;
- 3. the premium due date following the end of the Benefit Period shown in the *Schedule of Benefits*.

When premiums cease to be waived as described above, insurance provided under this Policy will continue as long as premiums are paid when due.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### **Grievances**

If you are dissatisfied with the resolution reached through Our internal grievance system regarding medical necessity, you may contact the Director, Office of the Health Care Ombudsman and Bill of Rights at the following:

For Medical Necessity cases, District of Columbia Department of Health Care Finance Office of the Health Care Ombudsman and Bill of Rights 899 North Capital Street, N.E. 6th Floor Washington, D.C. 20002 1 (877) 685-6391

Fax: (202) 478-1397

If you are dissatisfied with the resolution reached through Our internal grievance system regarding all other grievances, you may contact the Commissioner at the following:

For Non -Medical Necessity cases, Commissioner William P. White Department of Insurance, Securities and Banking 810 First St. N.E., 7th Floor Washington, D.C. 20002 202-727-8000

Fax: (202) 354-1085

# Catlin Insurance Company, Inc.

Statutory Home Office: 1130 Post Oak Boulevard, Suite 2325, Houston, TX 77056

Administrative Office: 3340 Peachtree Road N.E., Suite 2950, Atlanta, GA 30326
A Stock Insurance Company

## DISTRICT OF COLUMBIA GROUP ACCIDENT CERTIFICATE

THIS CERTIFICATE IS A QUALIFIED GROUP ACCIDENT INSURANCE CONTRACT

Certifies that the Insured is covered under the Policy issued to the Policyholder.

"We", "Our" and "Us" are used to refer to the Catlin Insurance Company, Inc.

This certificate is not the Policy. It is evidence of the [Employee's] [Member's] coverage under the Policy. Coverage is subject to the Policy provisions. The Policy was issued to the Policyholder. The [Employee] [Member] may inspect the Policy at the Policyholder's office during normal business hours.

CAUTION: If the [Employee] [Member] as misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

A copy of the application is attached to this certificate. The best time to clear up any questions is now, before a claim arises. If you have any questions contact Us at this address:

Catlin Insurance Company, Inc. {P.O. Box XXXXX} {Your city, Your state 0000}

This Certificate describes the terms and conditions of insurance. The laws of the State of Issue govern the Policy.

## LIMITED BENEFIT, PLEASE READ CAREFULLY

Signed for Catlin Insurance Company, Inc. at its Home Office, 1330 Post Oak Boulevard, Suite 2325, Houston, Texas 77056.

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Secretary	President
CountersignedW	here Required By Law

#### **EFFECTIVE DATE AND TERM**

The Policy starts on the Policy Effective Date. The Covered Person's coverage starts on the Covered Person's Effective Date stated in the Certificate Identification. It stays in-force for the period for which the Covered Person's premium has been paid.

The Covered Person's coverage may be continued in force, as provided in the [Continuation of Insurance]; [Continuation for {Layoff; Leave of Absence; Family Medical Leave}]; [Continuation for Military Service] clause. If the Policy is not renewed or the Covered Person is no longer eligible for coverage the Covered Person's coverage will cease at the termination date.

#### **CERTIFICATE IDENTIFICATION**

POLICYHOLDER: {ABC Company, Inc.}

POLICY NUMBER: {Specimen}

POLICY EFFECTIVE DATE: {January 1, 2008}

POLICY ANNIVERSARY DATE: {January 1}
STATE OF ISSUE: {Any State}

CERTIFICATE NUMBER: {00000000000}

{COVERED PERSON}: {John Doe}

{COVERED PERSON'S} DATE OF BIRTH: {January 1, 2009}

{COVERED PERSON'S} ADDRESS: {1000 Main Street

{Your Town}, {Texas} {10000}

{COVERED PERSON'S} ORIGINAL EFFECTIVE DATE:

{COVERED PERSON'S} CURRENT COVERAGE

**EFFECTIVE DATE:** 

(PLEASE NOTE THAT THIS SCHEDULE PAGE REPLACES ANY SCHEDULE PAGE PREVIOUSLY ISSUED TO YOU)

#### **SCHEDULE OF BENEFITS**

## [Covered Classes

Class 1	All full-time Employees of the Policyholder working at least [20-40] hours per week.
Class 2	All part-time Employees working at least [0-40] hours per week.]
Class 3	All active Members of the Policyholder.
Class 4	All Spouses or Domestic Partners and Dependent Children of Class 1, 2, or 3. ]

## [Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the [Employee] [Member] must be in a Covered Class to be eligible for coverage. [It will be extended by the number of days the [Employee] [Member] is absent from scheduled work.]

For [Employees] [Members] added [{31 days} or more] before the Policy Effective Date:	{No Waiting Period}
For [Employees] [Members] added [less than {31	{One month}{30 days}{31 days}]
days} before, or] after the Policy Effective Date:	

#### [Time Period for Loss

This Schedule of Benefits shows maximums, benefit periods and any limitations applicable to benefits provided in the Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Covered Person's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

## [ACCIDENTAL DEATH BENEFIT

[[Employee] [Member] Principal Sum:	{\$0 - \$2,000,000 in increments of \$500}]
[Spouse Principal Sum:	{\$0 - \$2,000,000 in increments of \$500}]
[Dependent Child(ren) Principal Sum:	{\$0 - \$1,000,000}]

#### [Age Reductions

A Covered Person's Principal Sum will be reduced by the percentage shown below:

Age	Percentage of Benefit Amount
{70 but less than 75}	{65%}
{75 but less than 80}	{45%}
{80 but less than 85}	{30%}
{85 or over}	{15%}

Each succeeding percentage reduction will apply to the Principal Sum in force on the day before the Covered Person attains the Age specified in the table above.

[A covered Spouse's Principal Sum will reduce based on the Age of the covered [Employee] [Member]]]]

[Aggregate Limit of Liability

Each Covered (Aircraft) Accident	{\$0 - \$5,000,000 for all Covered Persons}
Applies to:	{Accidental Death and Dismemberment Benefits or
	Accidental Death Benefits or all coverage and
	benefits provided by the Policy}

If this aggregate amount does not allow all Covered Persons to be paid the amounts the specified benefits otherwise provide, the amount paid for each Covered Person is the proportion each Loss bears to the Aggregate Limit of Liability. [Covered Aircraft Accident means a Covered Accident involving a scheduled or chartered flight in an Aircraft.]]

## [ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

[[Employee] [Member] Principal Sum:	{\$0 - \$2,000,000 in increments of \$500}]
[Spouse or Domestic Partner Principal Sum:	{\$0 - \$2,000,000 in increments of \$500}]
[Dependent Child(ren) Principal Sum:	{\$0 - \$1,000,000}]

## **SCHEDULE OF COVERED LOSSES**

Covered Loss	Benefit
[Loss of Life	{100% of the Principal Sum}]
[Loss of Two or More Hands or Feet	{100% of the Principal Sum}]
[Loss of Sight of Both Eyes	{100% of the Principal Sum}]
[Loss of Speech and Hearing (in both ears)	{100% of the Principal Sum}]
[Loss of One Hand or Foot	[50% of the Principal Sum]
[Loss of Sight in One Eye	[50% of the Principal Sum]
[Severance and Reattachment of One Hand or	{50% of the Principal Sum}]
Foot	
[Loss of Speech	[50% of the Principal Sum]
[Loss of Hearing (in both ears)	[50% of the Principal Sum]
[Loss of Thumb and Index Finger of the Same	{25% of the Principal Sum}]
Hand	
[Loss of all Four Fingers of the Same Hand	{25% of the Principal Sum}]
[Loss of all the Toes of the Same Foot	{20% of the Principal Sum}]

## [Age Reductions

A Covered Person's Principal Sum will be reduced by the percentage shown below:

Age	Percentage of Benefit Amount
{70 but less than 75}	{65%}
{75 but less than 80}	{45%}
{80 but less than 85}	{30%}
{85 or over}	{15%}

Each succeeding percentage reduction will apply to the Principal Sum in force on the day before the Covered Person attains the Age specified in the table above.

[A covered Spouse or Domestic Partner's Principal Sum will reduce based on the Age of the covered [Employee] [Member].]]

## [ADDITIONAL ACCIDENTAL DEATH [AND DISMEMBERMENT] COVERAGES]

[{Accidental Death and Dismemberment} benefits are provided under the following coverages. Any benefits payable under them are as shown in the Schedule of Covered Losses and are not paid in addition to any other Accidental Death and Dismemberment benefits. ]

[ARMED FORCES COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]
[EXPOSURE AND DISAPPEARANCE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]
[NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]
[OWNED AIRCRAFT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]
[PILOT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]
[WAR RISK COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the Schedule of Covered Losses.]

## [ADDITIONAL ACCIDENT BENEFITS]

[Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other {Accidental Death and Dismemberment benefits} payable.]

[ADDITIONAL OCCUPATIONAL BENEFIT	{10%} multiplied by the portion of the Principal Sum applicable to the Covered Loss, as shown in the		
	Schedule of Covered Losses.]		
AMBULANCE EXPENSE BENEFIT			
Benefit Amount	{\$100 - \$1,000}		
[BEREAVEMENT AND TRAUMA COUNSELING	[BEREAVEMENT AND TRAUMA COUNSELING BENEFIT		
Benefit Amount	{\$75 per session}		
Maximum Number of Sessions	{10 sessions}		
Maximum Benefit Per Covered Accident	<b>{\$750}]</b>		
[BOMB SCARE, BOMB SEARCH, OR BOMB EXPLOSION BENEFIT	{10%} multiplied by the portion of the Principal Sum		
EXPLUSION DENEFIT	applicable to the Covered Loss, as shown in the		
	Schedule of Covered Losses.]		

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[BULLETPROOF VEST BENEFIT	{10%} multiplied by the portion of the Principal Sum applicable to the Covered Loss, as shown in the	
	Schedule of Covered Losses.]	
	25544.0 5. 25.0/04 250000.]	
[BURIAL AND CREMATION BENEFIT	{\$0 - \$5,000} <b>]</b>	
1-		
[BUSINESS TRAVEL BENEFIT	{10%} multiplied by the portion of the Principal Sum	
	applicable to the Covered Loss, as	shown in the
	Schedule of Covered Losses.]	
IOUIL D CADE CENTED DENEELT	1	
[CHILD CARE CENTER BENEFIT	(f) f2 000 manuages	
Benefit Amount  Maximum Benefit Period	{\$0 - \$3,000 per year} {to Age {13} for each surviving Dep	endent Child\1
IVIAXIIIIUIII DEIIEIII FEIIUU	The Age (13) for each surviving Dep	endent Onnu}
[COMMON CARRIER BENEFIT	{50%} multiplied by the portion of the	ne Principal Sum
	applicable to the Covered Loss, as	
	Schedule of Covered Losses	
	[Covered Loss	Benefit
	[Loss of Life	{\$10,000}]
	[Loss of Two or More Hands or	{\$10,000}]
	Feet	
	[Quadriplegia	{\$10,000}]
	[Hemiplegia	{\$5,000}]
	[Uniplegia	{\$5,000}]
	[Coma	{\$5,000}] <b>]]</b>
L	1	<u> </u>
EMERGENCY ROOM BENEFIT		
Benefit Amount	{\$200}	
Maximum Payable Visits per Calendar Year	{5}	
Maximum Benefit Per Covered Accident	{\$1,000}	
[ESCALATOR BENEFIT		
Periodic Increase	{10% of the Principal Sum}	
Frequency of Increases	{Annually}	
Maximum Total Increase	{50% of the Principal Sum}]	
[FELONIOUS ASSAULT AND VIOLENT CRIME	PENEEIT	
Accidental Death and Dismemberment	{10%} multiplied by the portion of the	a Principal Sum
Benefit	applicable to the Covered Loss, as	
Bonont	Schedule of Covered Losses.	OHOWITHI UIC
Hospital Stay Benefit	{\$100 per day}	
Maximum Benefit Period	{730 days per Hospital Stay per Co	vered Accident}1
[100 days por risophar oray por obviologing]		
[HIV OCCUPATIONAL ACCIDENT BENEFIT	{25%} of the Principal Sum [subject	to a maximum
	of {\$100,000}]]	
[HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT		
Benefit {10% of the Principal Sum subject to a maximum of		o a maximum of
	\$25,000} <b>]</b>	

[HOSPITAL STAY BENEFIT	
Benefit Amount	{\$200 per day}
Maximum Benefit Period	{730 days per Hospital Stay per Covered Accident}
Benefit Waiting Period	{7 days}]

[PRIVATE PASSENGER BENEFIT	{30% of the Principal Sum} n alone benefit	{30% of the Principal Sum} not applicable if standalone benefit	
	[Covered Loss	Benefit	
	-		
	[Loss of Life	{\$10,000}]	
	[Loss of Two or More	{\$10,000}]	
	Hands or Feet		
	[Quadriplegia	{\$10,000}]	
	[Hemiplegia	{\$5,000}]	
	[Uniplegia	{\$5,000}]	
	[Coma	{\$5,000}] <b>]]</b>	

[REHABILITATION BENEFIT	
Benefit per Covered Accident	{10% of the Principal sum, subject to a maximum of \$250,000}]

[SEATBELT [AND AIRBAG] BENEFIT	
[Seatbelt Benefit	{10%} of the Principal Sum [subject to a Maximum
	Benefit of {\$25,000}]]
[Airbag Benefit	{5%} of the Principal Sum [subject to a Maximum
	Benefit of {\$25,000}]]
[Default Benefit	<b>{\$1,000}]</b>

[SPECIAL EDUCATION BENEFIT	
Surviving Dependent Child Benefit	{5%} of the Principal Sum [subject to a Maximum
	Benefit of {\$7,500}]
[Surviving Spouse or Domestic Partner	{5%} of the Principal Sum [subject to a Maximum
Benefit	Benefit of {\$7,500}]]
Maximum Number of Annual Payments	
[For Each Surviving Dependent Child	[4]
[For Surviving Spouse or Domestic	[4]
Partner	
Default Benefit	{\$1,000} <b>]</b>

[TOTAL DISABILITY WEEKLY INCOME BENEFIT	
Weekly Benefit Amount	{\$500}
Benefit Waiting Period	{7 days}
Maximum Benefit Period per Covered Accident	{26 weeks}]

[WAIVER OF PREMIUM BENEFIT	
Benefit Waiting Period	{9 months}
Benefit Period	
Age when Total Disability Begins	Benefit Period
Less than 60	{to 65 <sup>th</sup> birthday}
60 and later	{60 months}]

## [INITIAL PREMIUM RATES

Premium Rate:	{Premium amounts will vary based on the plan of benefits: \$123.45} per {covered [Employee] [Member], Covered Person, and covered Spouse or	
	Domestic Partner, per Dependent Child, per month}	
Mode of Premium Payment:	{Monthly; Quarterly; Semi-Annually; Annually}	
Contributions:	The cost of coverage is paid by the {Policyholder; Policyholder and Covered Person;	
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding {interval}[month].	

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of the Policy. [Each Covered Person's premiums are based on his plan of benefits and class and may increase on the next premium due date.

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#### **GENERAL DEFINITIONS**

Please note that certain words used in the Policy have specific meanings. The words defined below and capitalized within the text of the Policy have the meanings set forth below.

### **Active Service**

An [Employee] [Member] will be considered in Active Service with the Policyholder on any day that is either of the following:

- one of the Policyholder's scheduled work days on which the [Employee] [Member] is performing his regular duties on a full-time basis, either at one of the Policyholder's usual places of business or at some other location to which the Policyholder's business requires the [Employee] [Member] to travel;
- a scheduled holiday; vacation day; or period of approved paid leave of absence; other than sick leave, only if the [Employee] [Member] was in Active Service on the Preceding scheduled workday;
- 3. a day on which the Member meets all the conditions of membership of the Policyholder.

An eligible Dependent Child or eligible Spouse or Domestic Partner of the [Employee] [Member] is considered in Active Service if he is none of the following:

- 1. an Inpatient in a Hospital; or receiving Outpatient care for chemotherapy or radiation therapy;
- 2. Confined at home under the care of Physician for Sickness or Injury;
- 3. Totally Disabled.

Age

A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under the Policy. Thereafter, it is his Age attained on: [the last Policy anniversary;] or [his last birthday.]

**Aircraft** 

A vehicle which:

- 1. has a valid certificate of airworthiness; and
- 2. is being flown by a pilot with a valid license to operate the Aircraft.

Certificate

The Certificate is not the Policy and is evidence of the Employee/Member's coverage under the Policy. Coverage is subject to the Policy provisions.

**Civil Union** 

A Same-sex relationship similar to marriage that is recognized by law.

**Complications of Pregnancy** 

Conditions, requiring Hospital Confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy, including, but not limited to: acute nephritis; nephrosis; cardiac decompensation; missed abortion; and similar medical and surgical conditions of comparable severity; but does not include: false labor; pre-term or premature labor; occasional spotting; physician prescribed rest during the period of pregnancy; morning Sickness; hyperemesis gravidarum; pre-eclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy. Also included is: a non-elective cesarean section; termination of ectopic pregnancy; and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible.

Core Plan

The noncontributory plan of benefits provided under the Policy.

#### **Covered Accident**

A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

- 1. occurs while the Covered Person is insured under the Policy;
- 2. is not contributed to by disease, Sickness, mental or bodily infirmity;
- 3. occurs while the Covered Person is {attending}{, participating in,}{ or traveling to and from} any event sponsored by the Policyholder;
- 4. is not otherwise excluded under the terms of the Policy.

## **Covered Injury**

Any bodily harm that results directly and independently of all other causes from a Covered Accident.

#### **Covered Loss**

A loss that is all of the following:

- the result, directly and independently of all other causes, of a Covered Accident:
- one of the Covered Losses specified in the Schedule of Covered Losses;
- 3. suffered by the Covered Person within the applicable time period specified in the *Schedule of Benefits*.

#### **Covered Person**

An eligible person in a covered class, as shown in the Schedule of Benefits: for whom an enrollment form has been accepted by Us; and required premium has been paid when due; and for whom coverage under the Policy remains in force. The term Covered Person shall include, where the Policy provides coverage, an eligible Spouse or Domestic Partner and eligible Dependent Children.

# Dependent Child(ren)

An [Employee's] [Member's] unmarried child who meets the following requirements:

- A child from live birth to 21 years old;
- 2. A child who is 21 or more years old but less than {23} years old, enrolled in a school [as a full-time student] and primarily supported by the [Employee] [Member];
- 3. A child who is 21 or more years old but less than {23} years old, who was enrolled in a school [as a full-time student] and primarily supported by the [Employee][Member], who must take a leave of absence that commences when the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of coverage. The fact that a Physician may prescribe, authorize, or direct a service does not itself make it Medically Necessary or covered by the Policy. We will continue the child's coverage until the date that is the earlier of one year after the first day of the leave of absence, or the date that the coverage would have terminated under the terms of the plan;
- 4. A child who is 21 or more years old, primarily supported by the [Employee] [Member] and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes an [Employee's]

# [Member's]:

- 1. natural child;
- 2. child of the [Employee][Member]'s Civil Union Partner or Domestic Partner:
- 3. adopted child, beginning with any waiting period pending finalization of the child's adoption;
- 4. stepchild [who resides with the [Employee] [Member]];
- 5. minor grandchild, niece, or nephew under the primary care of the [Employee][Member], and if the legal guardian of the minor grandchild, niece, or nephew, if other than the [Employee][Member], is not covered by an accident or sickness policy:
- 6. child for whom the [Employee] [Member] is legal guardian, as long as the child resides with the [Employee] [Member] and depends on the [Employee] [Member] for financial support. Financial support means that the [Employee] [Member] is eligible to claim the dependent for purposes of Federal and State income tax returns.

If an [Employee] [Member] who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with the [Employee] [Member] for at least [six consecutive months] and intend to reside with the [Employee] [Member] for an indefinite period of time.

#### **Domestic Partners**

\* Whenever Domestic Partner is used or defined, this Policy also references Civil Union Partner.

A person who has registered in a state or local domestic partner registry with an Insured:

OR

- 1. Shares the [Insured Person's] permanent residence;
- 2. Has resided with the [Insured Person] continuously for at least [six months to two years] and is expected to reside with the [Insured Person] indefinitely;
- 3. Is financially interdependent with the [Insured Person] in each of the following ways:
  - a. by holding one or more credit or bank accounts, including a checking account, as joint accountholders:
  - b. by owning or leasing their permanent residence as joint tenants;
  - by naming, or being named by, the [Insured Person] as a beneficiary of life insurance or under a will;
  - d. by each agreeing in writing to assume financial responsibility for the welfare of the other;
- 4. Has not signed a Domestic Partner declaration with any other person within the last [12 to 24 months];
- 5. Is no less than [18 to 23] years of age and not more than [60 to 85] years of age;
- 6. Is not legally married to any other person;

In addition to the above requirements, consent of either party due to the Domestic Partner relationship must not have been obtained by force, duress or fraud.

An employee may insure an unregistered Domestic Partner as defined above if all of the following conditions are met:

- 1. The [Insured Person] has not been married to any person within the past [12 to 24 months];
- 2. The Domestic Partner is the only person meeting this Policy's definition of Domestic Partner with respect to the [Insured Person];
- 3. [The Insured Person] and the Domestic Partner furnish a [notarized affidavit *or* signed statement] reflecting these requirements, and an agreement to notify the Company the requirements cease to be met, on a form acceptable to the Company.

**Effective Date** 

The date on which insurance under the Policy begins as shown in the Schedule of Benefits.

**Emergency Room Treatment** 

Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition of such nature that failure to render immediate care could reasonably result in deterioration to the point of placing a Covered Person's life in jeopardy or cause serious impairment to bodily functions.

**Employee** 

For eligibility purposes, an Employee of the Policyholder who is in one of the covered classes. [The term does not include Employees who work less than {20 - 30 hours per week} for the Policyholder.]]

**Employer** 

The Policyholder and any affiliates, subsidiaries or divisions shown in the

Schedule of Covered Affiliates and which are covered under the Policy on the date of issue or subsequently agreed to by Us.

He, His, Him

Refers to any individual, male or female.

Hospital

An institution that meets all of the following:

- 1. it is licensed as a Hospital pursuant to applicable law;
- it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- 3. it is managed under the supervision of a staff of medical doctors;
- 4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent, custodial, educational or nursing care;
- 2. the aged, drug addicts or alcoholics;
- 3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

**Hospital Stay** 

A confinement in a Hospital, ordered by a Physician, over a period of time when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least {90 days - 180 days}.

Inpatient

A Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Insured

A person: (1) who is a member of an eligible class of person as described in the Schedule of Benefits; (2) for whom premium has been paid; and (3) while covered under this Policy.

Member

For eligibility purposes, a Member is any one of the following:

- 1. an Employee of the Policyholder, [not including a temporary or seasonal Employee];
- 2. an Employee of a Member in good standing of a Policyholder [, not including a temporary or seasonal employee]:
- 3. a person who meets all of the conditions of membership of a Policyholder;

and who is [Optional, a United States citizen or has a permanent alien registration card and who is] in one of the Covered Classes.

#### Nurse

A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not:

- 1. employed or retained by the Policyholder;
- 2. living in the Covered Person's household; or
- a parent, sibling, spouse or Domestic Partner or child of the Covered Person.

#### Outpatient

A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

#### **Permanent Total Disability**

An [Employee] [Member] [Spouse or Domestic Partner] who is Totally Disabled and is expected to remain Totally Disabled, as certified by a Physician, for the rest of his life.

### **Physical Therapist**

Any practitioner of physical therapy who is duly licensed in the state where he is practicing and who is practicing within the scope and limitations of that license.

# **Physician**

A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder;
- 2. living in the Covered Person's household;
- a parent, sibling, spouse or Domestic Partner or child of the Covered Person.

# **Policy**

A legal contract between the Policyholder and the Company which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

# Policyholder

The entity to which the Policy is issued and will include any affiliate or subsidiaries or divisions shown in the "Eligibility for Insurance" section.

## **Rehabilitation Facility**

A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:

- 1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation Inpatient care;
- 2. is duly licensed by the appropriate government agency to provide such services; and
- 3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission of Accreditation of Rehabilitation Facilities.

A Rehabilitation Facility does not include institutions which provide only minimal care; custodial care; care for the terminally ill; part-time care; or services or facilities for drug abuse or alcoholism.

### **Related Stays**

Successive stays in a Hospital unless:

- 1. any stay after the first is necessitated by causes entirely unrelated to the causes of the earlier stay; or
- 2. the stays are separated by at least {180 days}.

# Schedule of Benefits

A brief outline of the coverage and benefits provided by this Policy.

**Sickness** 

A physical or mental illness [ including pregnancy]. Complications of pregnancy are considered a Sickness.

**Spouse** 

A person of the same or opposite sex who is legally married to the Insured under the laws of the state or jurisdiction in which the marriage took place.

**Termination Date** 

The date on which insurance ends as defined later in this Policy.

**Terrorism or Terrorist Act** 

Any hostile or violent act carried out by a group of persons having political or military goals but not operating on behalf of a foreign state and whose purpose is to compel an act or omission by any other person or governmental entity.

or

**Domestic Terrorism** means the unlawful use, or threatened use, of force or violence, by a group or individual based and operating entirely within the United States or Puerto Rico without foreign direction, committed against persons or property to intimidate or coerce: a government; the civilian population; or any segment thereof; in furtherance of political or social objectives.

International Terrorism means violent acts or acts dangerous to human life occurring inside or outside of the United States: that are a violation of the criminal laws of the United States or any state; or that would be a criminal violation if committed within the jurisdiction of the United States or any state. The acts are committed to: intimidate or coerce a civilian population; influence the policy of a government by intimidation or coercion; or affect the conduct of a government by assassination or kidnapping.

**International Terrorist Group** means any group: practicing; or that has significant subgroups that practice; international terrorism that has been designated as a foreign terrorist organization by the United States Department of State.

Totally Disabled or Total Disability

Totally Disabled or Total Disability means either:

- inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of: education; training; or experience; or
- 2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including: eating; transferring; dressing; toileting; bathing; and continence;, without human supervision or assistance.

We, Us, Our

Catlin Insurance Company, Inc.

You, Your

The [Employee] [Member] to whom the certificate is issued.

#### **ELIGIBILITY AND EFFECTIVE DATE PROVISIONS**

## **Policy Effective Date**

The Insurance Company agrees to provide Accident Insurance Benefits described in the Policy in consideration of: the Policyholder's application; and payment of the initial premium when due. Insurance coverage for the Policyholder begins on the Policy Effective Date shown on the Policy's first page [as long as the Minimum Participation requirement shown in the *Schedule of Benefits* has been satisfied].

## Eligibility

[An Employee] [A Member] becomes eligible for insurance under the Policy on the date: he meets all of the requirements of one of the covered classes; and completes any Eligibility Waiting Period, as shown in the Schedule of Benefits [and is insured under the Core Plan]. [A Spouse or Domestic Partner and Dependent Children of an eligible [Employee] [Member] become eligible for any dependent insurance provided by the Policy on the later of: the date the [Employee] [Member] becomes eligible; and the date the Spouse or Domestic Partner or Dependent Child meets the applicable definition shown in the Definitions section of the Policy.] [No person may be eligible for insurance under the Policy as both [an Employee] [a Member] and a Spouse or Domestic Partner or Dependent Child at the same time.]

An [Employee] [Member] whose eligible class is changed after the Effective Date of his coverage shall become eligible under the new eligible class on the [first day of the month coinciding with or next following] the date of the change.

[The [Employee] [Member] Eligibility Waiting Period may differ for current and newly covered persons. ]

#### **Effective Date for Individuals**

Insurance becomes effective for an eligible [Employee] [Member] [who applies: within {31 days} of the date he becomes eligible; [and, subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

- 1. the effective date of the Policyholder under the Policy;
- 2. [the date][the first of the month after] the [Employee] [Member] becomes eligible;
- 3. [the date][the first of the month after] We receive and accept the [Employee's] [Member's] completed enrollment form during his lifetime.]

[We may, from time to time, require the [Employee] [Member] to re-enroll using forms supplied by Us to keep his insurance in force.}]

[Insurance becomes effective for [an Employee's] [a Member's] eligible Dependent Children if the [Employee] [Member] applies: within {31 days} of the date his Dependent Children become eligible;] [and, subject to the Deferred Effective Date provision below,] on the latest of the following dates:

- 1. the effective date of the Policyholder under the Policy;
- [2. [the date] [the first of the month after] the [Employee's] [Member's] insurance becomes effective;]
- [3. [the date] [the first of the month after] the Dependent Child meets the definition of Spouse or Domestic Partner or Dependent Child, as applicable;]
- [4. [the date] [the first of the month after] We receive the [Employee's] [Member's] completed enrollment form for Spouse or Domestic Partner and Dependent Child coverage, during each Dependent Child's lifetime.]

Insurance becomes effective for an eligible [Employee] [Member] who applies and agrees to make required contributions: within {31 days} of eligibility;] [ and subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

- 1. the effective date of the Policyholder under the Policy:
- 2. [the date] [the first of the month after] the [Employee] [Member] becomes eligible;
- 3. [the date] [the first of the month after] We receive and accept the [Employee's] [Member's] completed enrollment form and the required first premium, during his lifetime.]

[Insurance becomes effective for [an Employee's] [a Member's] eligible Dependent Children [if the [Employee] [Member] applies and agrees to make required contributions: within {31 days} of the date his Dependent

Children become eligible; [and, subject to the *Deferred Effective Date* provision below], on the latest of the following dates:

- 1. the effective date of the Policyholder under the Policy;
- [2. [the date] [the first of the month after] the [Employee] [Member] becomes eligible;]
- 3. [the date] [the first of the month after] the [Employee's] [Member's] insurance becomes effective;]
- [4.] [the date] [the first of the month after] the Spouse or Domestic Partner or Dependent Child meets the definition of Spouse or Domestic Partner or Dependent Child, as applicable;
- [5.] [the date] [the first of the month after] We receive and accept a completed enrollment form for Spouse or Domestic Partner and Dependent Child coverage and the required first premium, during each dependent's lifetime.]

Insurance becomes effective for a newborn Dependent Child automatically from the moment of the child's live birth. Insurance for that Dependent Child automatically ends {31 days} later unless: the [Employee] [Member] has {a Spouse or Domestic Partner or other Dependent Children} insured under the Policy; or makes a request to cover the child and pays the required initial premium, during the child's lifetime.]

**Newborn Children:** [An Employee's] [A Member's] newborn child is automatically covered from the moment of birth until such child is 31 days old if all other eligible children are covered under the certificate prior to the birth of the newborn child. Coverage for newborns shall be the same as for all other covered Dependent Children. The [Employee] [Member] must notify the Company in writing within 31 days of such birth and pay the required additional premium (if any), in order to have coverage for the newborn child continue beyond such 31 day period.

**Adopted Children:** An adopted child is automatically covered for the first 31 days from: the date of placement for the purpose of adoption; or the date of the entry of an order granting the adoptive parent custody of the child if all other eligible children are covered under the certificate prior to: the date of placement; or date of the entry. Coverage for such child will be the same as for all other covered Dependent Children. The [Employee] [Member] must: notify the Company in writing within 31 days of: the date of placement; or the date of the entry; and pay the required additional premium (if any); in order to have coverage for the adopted child continue beyond such 31 day period.

#### **IDEFERRED EFFECTIVE DATE**

# **Active Service**

The effective date of insurance will be deferred for any [Employee] [Member] [or any eligible Spouse or Domestic Partner or Dependent Child] who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of: the date he returns to Active Service; and the date coverage would otherwise have become effective.]

## [Late Enrollment

If application for insurance is not made within {31 days} of the date a person is first eligible for coverage [or a Life Status Change] [or during an Annual Re-Enrollment], the Covered Person will be considered a late enrollee. Coverage for any late enrollee will become effective on the later of: the date We approve the required evidence of insurability and receive required premium; and the date coverage would otherwise have become effective.]

## [Replacement Coverage

[An Employee] [A Member] [and any Spouse or Domestic Partner and Dependent Children] who were insured under a Prior Plan and who are not in Active Service on the effective date of the Policyholder under the Policy will be insured on that date for the lesser of:

- 1. the amount of coverage in effect under the Prior Plan on the date it terminated; and
- 2. the amount of coverage provided under the Policy.

If the amount of coverage otherwise provided by the Policy is greater than the amount provided under the Prior Plan, the greater amount will become effective on the {first day of the month on or after, or first day of the Policy year on or after or date] the [Employee] [Member], [Spouse or Domestic Partner or Dependent Child] returns to Active Service.]

[If [an Employee] [a Member] is required to contribute to the cost of any portion of his [or his Dependent Children's] insurance and is not in Active Service on the effective date of the Policyholder under the Policy,

coverage will terminate {31 days} after the [Employee] [Member] returns to Active Service unless he submits an enrollment form and the required initial premium. If the [Employee] [Member] selects the amount of benefit for which he is required to pay premium for himself [or any Dependent Children], the amount in effect under this provision will be the lesser of: the amount provided under the Prior Plan; and the smallest amount he may select under the Policy.]

### **[Annual Re-Enrollment**

[An Employee] [A Member] currently insured under {the voluntary Accident portion of} the Policy, and a person who is eligible but has not previously enrolled, may increase or become insured for coverage under the Policy during an annual re-enrollment period as agreed to by Us and the Policyholder. [An Employee] [A Member] who is insured under the Policy may also elect or increase coverage for his eligible Dependent Children.] Coverage elected during an Annual Re-Enrollment Period will become effective [, subject to the *Active Service* section of the *Deferred Effective Date* provision,] on [the Policy Anniversary following, or first day of the month following the] date We receive a request and any required premium payment.]

# [Life Status Change

A Life Status Change an event that the Policyholder determines qualifies [an Employee] [a Member] to [elect,] or increase accident insurance benefits [for himself and his Spouse or Domestic Partner and Dependent Children]. [Any change in benefit elections must be made within {31 days} of a Life Status Change.]

[Life Status Changes that qualify [an Employee] [a Member] to [elect or] increase his accident insurance include:

- [1. marriage];
- [2. loss of a spouse or Domestic Partner, whether by death, divorce, annulment or legal separation];
- [3. birth or adoption of a child, or acquiring a child through marriage]; and
- [4. an increase in cost or a significant reduction or loss of group accident benefits provided by a Spouse or Domestic Partner's Plan].]

[Life Status Changes that qualify [an Employee] [a Member] to [elect or] increase accident insurance for his Spouse or Domestic Partner and eligible Dependent Children include:

- [1. marriage];
- [2. birth or adoption of a child, or acquiring a child through marriage]; and
- [3. a significant reduction, increase in cost or loss of group accident benefits provided by a Spouse or Domestic Partner's Plan].

Any increases in benefits or added benefits elected under this Life Status Change provision will become effective on the [{first of the month following the} Life Status Change [or the {first day of the month following the} date the [Employee] [Member] applies and agrees to make required contributions]].

[The Policyholder should seek advice of its tax advisors if [Employees] [Members] may contribute to the cost of any insurance provided by the Policy with earnings not subject to Federal Income Tax. We cannot provide such advice nor offer any opinions on taxation or tax status of any contributions toward cost of insurance.]]

#### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

- 1. a change in benefits provided by the Policy; or
- 2. a change in the [Employee's] [Member's] Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

### **TERMINATION OF INSURANCE**

The insurance on a Covered Person will end on the earliest date below:

- 1. the date the Policy or insurance for a covered class is terminated;
- [2. the date the Policyholder's coverage under the Policy ends:]
- 3. the next premium due date after the date the Covered Person is no longer in a covered class or satisfies eligibility requirements under the Policy;
- 4. the last day of the last period for which premium is paid;

- [5. the next premium due date after the Covered Person attains the maximum Age for insurance under the Policy, as shown in the *Schedule of Benefits*;]
- [6. with respect to a Spouse or Domestic Partner {or Dependent Child}, the date of the death of the covered [or the date of divorce from the covered [Employee] [Member], unless the Spouse or Domestic Partner elects to continue insurance, including insurance on Dependent Children.] See *Continuation of Insurance* section;]
- [7. the date that the plan of benefits under which the Covered Person is covered is terminated.]

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

# **[CONTINUATION OF INSURANCE**

Insurance for the covered Spouse or Domestic Partner [and Dependent Children] may be continued if a covered Spouse or Domestic Partner's [and Dependent Children's] insurance would otherwise end because of death of or divorce from the covered [Employee] [Member]. The Covered Spouse or Domestic Partner must:

- 1. submit a written request for continued insurance to Us within {31, 60, 90 days} of the event; and
- 2. pay the required premium to the Policyholder, directly to Us.]

[Insurance continued under this provision may not exceed the amount of insurance in force on the day before insurance as a covered Spouse or Domestic Partner ended, nor may a Spouse or Domestic Partner add any Dependent Children for insurance.]

Premiums for insurance continued under this provision will start with: the Premium Due Date on; or next following the date of the event. If a Spouse or Domestic Partner does not: elect to continue insurance under this provision; or does not provide notification within the required time period; insurance will not be continued and any premium paid from the date of the event will be refunded. [However, if notification is not given to Us within the time period required in (1.) above, any return of premium will be limited to any excess paid in the last {six, 12 months}]

Any Continuation of Insurance is subject to Our continuing to offer insurance under the Policy to new applicants.]

# **[CONTINUATION OF INSURANCE**

We will continue insurance under the Policy for a Spouse or Domestic Partner [and Dependent Children] of a covered [Employee] [Member] who dies, without payment of premium for {12 to 24 months}. The Spouse or Domestic Partner [and Dependent Children]: (a) must have been insured under the Policy on the date the [Employee] [Member] died; and (b) must continue to meet all other requirements for eligibility. Coverage continued under this provision will terminate on the earlier of: the end of {the 12<sup>th</sup> month}; and the date the Spouse or Domestic Partner [or any Dependent Child] ceases to meet all other requirements for eligibility.

# [Continuation for {Layoff, Leave of Absence or Family Medical Leave}

Insurance for [an Employee] [a Member] {and covered Dependent Children} may be continued until the earliest of the following dates if: (a) [an Employee] [a Member] is on a temporary {layoff, an approved leave of absence or an approved family medical leave}; and (b) required premium contributions are paid when due.

- 1. [for a layoff, [{six months} after] the end of the month in which the layoff begins;]
- 2. [for an approved leave of absence: [{six months after] the end of the month in which the leave begins};]
- 3. [for an approved family medical leave {12 weeks in a consecutive 12-month period.}] [Such continuation will {run concurrently with, precede} a continuation during any other leave.]]

# [Continuation for Military Service

If [an Employee] [a Member] begins a leave of absence to serve in the armed forces, insurance for the [Employee] [Member] {and his Covered Dependent Children} will continue until the earliest of the following dates, if the required premium is paid:

- 1. 18 months;
- 2. the day the [Employee] [Member] fails to return to work as outlined in the Uniform Services Employment and Reemployment Rights Act of 1994.

All of the following will apply when coverage is continued under this provision:

- 1. [any change in benefits that occurs during the period of continuation will apply on the effective date of the change;]
- 2. [any Active Service requirement will be waived; ]
- 3. The [Employee] [Member] will be given credit for the time he was covered under the Policy prior to the leave.

If [an Employee] [a Member] does not continue coverage for himself [and his Dependent Children] during such leave and returns to [work] [membership]:

- the [Employee] [Member] [and his Dependent Children] will be covered on the date the [Employee]
   [Member] returns to [work] [membership] from the leave. The [Employee] [Member] must return to [work]
   [membership] as outlined in the Uniform Services Employment and Reemployment Rights Act of 1994;
- 2. any portion of an eligibility waiting period that has not been completed will not be credited during the [Employee's] [Member's] leave.]]

#### **COMMON EXCLUSIONS**

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

- [1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane];
- [2. commission or attempt to commit a felony or an assault];
- [3. commission of or active participation in: a riot; insurrection; or Terrorist Act];
- [4. {bungee jumping;}{ parachuting;}{ skydiving;}{parasailing;}{ hang-gliding}];
- [5. declared or undeclared war or act of war];
- [6. Terrorism [or Terrorist Acts]];
- [7. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
- c. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;] *or* [8. flight in; boarding; or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
  - [a. except as a fare-paying passenger on a regularly scheduled commercial airline];
  - [b. being flown by the Covered Person or in which the Covered Person is a member of the crew];
  - [c. being used for:
    - [i. crop dusting; spraying or seeding; giving and receiving flying instruction; fire fighting; sky writing; sky diving or hang-gliding; pipeline or power line inspection; aerial photography or exploration; racing; endurance tests; stunt or acrobatic flying]; or
    - [ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);]
  - [d. designed for flight above or beyond the earth's atmosphere];
  - [e. an ultra-light or glider];
  - [f. being used for the purpose of parachuting or skydiving];
  - [g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;]
- [9. travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle];
- [10. participation in any motorized race or contest of speed];
- [11. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program];
- [12. Sickness; disease; bodily or mental infirmity; bacterial or viral infection or medical or surgical treatment thereof; except for any bacterial infection resulting from: an accidental external cut or wound; or accidental ingestion of contaminated food];
- [13. medical or surgical treatment; diagnostic procedure; administration of anesthesia; or medical mishap or negligence, including malpractice];
- [14. travel or activity outside the United States or Canada];
- [15. travel in any Aircraft owned; leased; or controlled by the Policyholder; or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year];
- [16. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred];
- [17. voluntary ingestion of any narcotic; drug; poison; gas; or fumes; unless: prescribed or taken under the direction of a Physician; and taken in accordance with the prescribed dosage];
- [18. injuries compensable under: Workers' Compensation law; or any similar law];
- [19. occupational injuries for which benefits are not paid under: the Workers' Compensation Law; or any similar law];
- [20. injuries that result from a non-occupational accident];
- [21. a Covered Accident that occurs while on active duty service in: the military; naval; or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium

paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days];

In addition, benefits will not be paid for:

- [22. services or treatment rendered by: a Physician; Nurse; or any other person who is:
  - a. employed or retained by the Policyholder;
  - b. providing: homeopathic; aroma-therapeutic; or herbal therapeutic services;
  - c. living in the Covered Person's household;
  - d. who is: a parent; sibling;, spouse or Domestic Partner; or child of the Covered Person];
- [23. any Hospital Stay or days of a Hospital Stay that are not appropriate for the condition and locality.]

## [CONVERSION PRIVILEGE

[1. If the Covered Person's insurance or any portion of it ends for a reason other than: non-payment of premium; the Covered Person's Age; or those reasons described in Paragraph 2 below; the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated policy. The Covered Person may not apply for an amount greater than his coverage under this Policy [less the amount of any other group accident insurance for which he becomes eligible within 31 days after the date coverage under this Policy terminated.] The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

The Covered Person must apply for the individual policy within 31 days after his coverage under this Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk.

The individual policy or certificate will take effect on the day following the date coverage under the Policy ended. If the Covered Person dies during this 31-day period as the result of an accident that would have been covered under this Policy, We will pay as a claim under this Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Policy.

- 2. If the Covered Person's insurance ends because this Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Policy for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
  - a. coverage under this Policy less any amount of group accident insurance: for which he is eligible on the date this Policy is terminated; or for which he became eligible within 31 days of such termination; or
  - b. {\$10,000}]

#### **CLAIM PROVISIONS**

#### **Notice of Claim**

Written {or authorized electronic/telephonic} notice of claim must be given to Us: within {31 days} after a Covered Loss occurs or begins; or as soon as reasonably possible. If written {or authorized electronic/telephonic} notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written {or authorized electronic/telephonic} notice was given as soon as was reasonably possible. Notice can be given to Us: at Our Home Office in Houston, Texas; or such other place as We may designate for the purpose; or to Our authorized agent. Notice should include: the Policyholder's name and policy number; and the Covered Person's name; address; policy; and certificate number.

## **Claim Forms**

Upon receipt of a notice of claim, We will send to the claimant claim forms for filing proof of loss. If such forms are not sent within 15 days after the giving of notice, the proof requirements will be met by submitting, within the time fixed in the Policy for filing proof of loss, written {or authorized electronic} proof of the occurrence, character, and extent of the loss for which the claim is made.

# [Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine: whether benefits are payable; or the actual benefit amount due.]

#### **Proof of Loss**

Written {or authorized electronic} proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss; then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written {or authorized electronic} notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written {or authorized electronic} proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

[The Plan Administrator of the Policyholder's employee welfare benefit plan (the Plan) has selected the Insurance Company as the Plan fiduciary under federal law for the review of claims for benefits provided by the Policy and for deciding appeals of denied claims. In this role the Insurance Company shall have the authority, in its discretion: to interpret the terms of the Plan documents; to decide questions of eligibility for coverage or benefits under the Plan; and to make any related findings of fact. All decisions made by the Insurance Company in this capacity shall be final and binding on Participants and Beneficiaries of The Plan to the full extent permitted by law.

The Insurance Company has no fiduciary responsibility with respect to the administration of The Plan except as described above. It is understood that the Insurance Company's sole liability to the Plan and to Participants and Beneficiaries under The Plan shall be for the payment of benefits provided under the Policy.]

#### **Time of Payment of Claims**

We will pay benefits due under the Policy for any loss other than a loss for which the Policy provides any periodic payment immediately upon receipt of due written {or authorized electronic} proof of such loss. Subject to due written {or authorized electronic} proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under the Policy, unless otherwise stated, will be payable to the covered [Employee] [Member] or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay {\$1,000 - \$5,000} to a relative by blood or marriage whom We believe is equitably entitled. Any payment made

by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

# [Payment of Claims to Foreign [Employees] [Members]

The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to covered [Employees] [Members] whose place of [employment] [membership] is other than:

- {1. the United States of America;}
- {2. Puerto Rico; or}
- {3. the Dominion of Canada}.

We will not be responsible for the application or disposition by the Policyholder of any such benefits paid. Our payments to the Policyholder will constitute a full discharge of Our liability for those payments under the Policy.]

# **Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

# **Legal Actions**

No action at law or in equity may be brought to recover under the Policy less than 60 days after written {or authorized electronic} proof of loss has been furnished as required by the Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

# Beneficiary

The beneficiary is the person or persons the [Employee] [Member] names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary [, or to make any assignment of rights or benefits permitted by the Policy.] [A separate beneficiary may be designated to receive any Accidental Death Benefit payable at the death of the [Employee's] [Member's] Spouse or Domestic Partner or Dependent Child.] [Any Accidental Death Benefit payable at the death of the [Employee's] [Member's] Spouse or Domestic Partner or Dependent Child will be paid to the [Employee's] [Member's] estate.]

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the [Employee] [Member] has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the [Employee] [Member] dies while benefits are payable to him, We may make direct payment to [the first surviving class of the following classes of persons:

- 1. Spouse or Domestic Partner;
- 2. Child or Children;
- 3. mother or father;
- 4. sisters or brothers:
- 5. estate of the [Employee] [Member].]

Or

[the estate of the [Employee] [Member].]

#### **Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods:

- 1. A request for lump sum payment of the overpaid amount;
- 2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.	

#### **ADMINISTRATIVE PROVISIONS**

#### **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for the Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. [If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place.]

## **Changes in Premium Rates**

We may change the premium rates from time to time with at least {31 days} advance written notice to the Policyholder. No change in rates will be made until {12 months} after the Policy Effective Date. An increase in rates will not be made more often than once in {a 12-month period}. However, We reserve the right to change rates at any time if any of the following events take place:

- 1. the terms of the Policy change;
- [2. the terms of the Policyholder's participation change;]
- [3.] a division, subsidiary, affiliated company or eligible class is added or deleted from the Policy;
- [4.] there is a change in the factors bearing on the risk assumed;
- [5.] any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

## **Payment of Premium**

The first premium is due on the Policy Effective Date. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder.

If any premium is not paid on the Premium Due Date when due, the Policy will be cancelled as of such Premium Due Date, except as provided in the Policy Grace Period section.

# **Grace Period**

## [1.] {Policy}

A Policy Grace Period of {31 days} will be granted for payment of required premiums under the Policy. The Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time the Policy was in force.

### [2. {Covered Person}

A Grace Period of {31 days} will be granted for payment of required premiums under the Policy. A Covered Person's insurance under the Policy will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If: no such claims are incurred; and premium is not paid during the grace period; insurance will end on the last day of the period for which premiums were paid.]

#### **GENERAL PROVISIONS**

# **Entire Contract; Changes**

The Policy, including: the endorsements; amendments; and any attached papers; constitutes the entire contract of insurance. No change in the Policy will be valid until: approved by one of Our executive officers; and endorsed on or attached to the Policy. No agent has authority to change the Policy or to waive any of its provisions.

#### **Misstatement of Fact**

If the Covered Person has misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

#### Certificates

Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list: the benefits; conditions; and limits of the Policy. It will state to whom benefits will be paid.

## **Multiple Certificates**

The Covered Person may have in force only one certificate at a time under the Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

[A Covered Person is not eligible for insurance under more than {one certificate providing benefits for accident insurance under group policies issued by Us}. If premium is being paid for more than one such certificate, insurance will be in effect under the certificate with the earliest effective date and premiums paid for certificates which are not in effect will be refunded.]]

## **Assignment**

Option 1: Include if no rights and benefits are assignable:

[The rights and benefits under the Policy may not be assigned and any attempt to assign will be void.]

# Option 2: Include when no assignment other than benefits that have become payable is permitted:

[The rights and benefits provided by the Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if We receive it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident. Any other attempt to assign will be void.]

## Option 3: Include if assignment is permissible:

[We will be bound by an assignment of a Covered Person's insurance under the Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while: the assignment remains in effect; and insurance under the Policy and the Covered Person's certificate remains in force.]

#### Incontestability

Of The Policy or Participation Under The Policy

All statements made by the Policyholder to obtain the Policy are considered representations and not warranties. No statement will be used: to deny or reduce benefits; or be used as a defense to a claim; or to deny the validity of the Policy or of participation under the Policy; unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After two years from the Policy Effective Date, no such statement will cause the Policy to be contested except for fraud.

#### 2. Of A Covered Person's Insurance

All statements made by a Covered Person are considered representations and not warranties. No statement will be used: to deny or reduce benefits; or be used as a defense to a claim; unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from: the Covered Person's effective date of insurance; or from the effective date of increased benefits; no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

## [Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

- the names of all persons insured on the Policy Effective Date;
- 2. the names of all persons who are insured after the Policy Effective Date;
- 3. the names of those persons whose insurance has terminated;
- 4. additional information required by Us.]

# **Policy Termination**

We may terminate coverage on or after [the first anniversary of the policy effective date]. The Policyholder may terminate coverage on any premium due date. Written {or authorized electronic} notice must be given at least {31 days} prior to such premium due date. [Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to Us to terminate coverage at the end of the period for which premium was paid.]

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

#### Reinstatement

The Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are: written application of the Policyholder satisfactory to Us; and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid [, but not to any period more than {60 days} prior to the date of reinstatement.]

#### **Clerical Error**

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such error or delay is found, We will adjust the premium fairly.

# **Conformity with State Statutes**

Any provision of the Policy which, on its effective date, is in conflict with the jurisdiction in which the Insured resides on the effective date is automatically changed to satisfy the minimum requirements of such laws.

## **Policy Changes**

We may agree with the Policyholder to modify a plan of benefits without the Covered Person's consent.

#### **Workers' Compensation Insurance**

The Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

#### **Examination of the Policy**

This Policy will be available for inspection at the Policyholder's office during regular business hours.

# **Examination of Records**

We will be permitted to examine all of the Policyholder's records relating to this Policy. Examination may occur at any reasonable time while the Policy is in force; or it may occur:

- 1. at any time for two years after the expiration of this Policy; or, if later,
- 2. upon the final adjustment and settlement of all Policy claims.

The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

# **DESCRIPTION OF [COVERAGES] AND BENEFITS**

This Description of [Coverages and] Benefits Section describes the Accident [Coverages and] Benefits provided by the Policy. Benefit amounts; benefit periods; and any applicable aggregate and benefit maximums are shown in the Schedule of Benefits. Certain words capitalized in the text of these descriptions have special meanings within the Policy and are defined in the General Definitions section. Please read these and the Common Exclusions sections in order to understand all of the terms; conditions; and limitations applicable to these [coverages and] benefits.

# [ACCIDENTAL DEATH BENEFIT

Covered Loss We will pay the benefit shown in the Schedule of Benefits if {a Covered

Person) dies from a Covered Injury resulting directly and independently of all other causes from a Covered Accident [within the applicable time period

specified in the Schedule of Benefits].

**Exclusions** Exclusions that apply to this Benefit are specified in *Common Exclusions* 

Section.]

# **[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

#### **Covered Loss**

We will pay the benefit for any one of the Covered Losses listed in the Schedule of Benefits, if {the Covered Person} suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident [within the applicable time period specified in the Schedule of Benefits].

[If {the Covered Person} sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.] If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

Defi	niti	an	_

Definitions	
	Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.
	Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by: natural; surgical; or artificial means.
	Loss of Speech means total and permanent loss of audible communication which is irrecoverable by: natural; surgical; or artificial means.
	<b>Loss of Hearing</b> means total and permanent loss of ability to hear any sound {in both ears} which is irrecoverable by: natural; surgical; or artificial means.
	Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).
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	Loss of Toes means complete Severance through the metatarsalphalangeal joint.
	Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.
	Quadriplegia means total Paralysis of both upper and both lower limbs.
	<b>Hemiplegia</b> means total Paralysis of the upper and lower limbs on one side of the body.
	Paraplegia means total Paralysis of both lower limbs or both upper limbs.
	Uniplegia means total Paralysis of one upper or one lower limb.
	Coma means a profound state of unconsciousness: which resulted directly
	and independently from all other causes from a Covered Accident; and

from which {the Covered Person} is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

**Severance** means the complete and permanent separation and dismemberment of the part from the body.

### **Exclusions**

The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

## [ADDITIONAL [ACCIDENTAL DEATH AND DISMEMBERMENT] COVERAGES]

[{Accidental Death and Dismemberment} benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other {Accidental Death and Dismemberment} benefits payable.]

## **[ARMED FORCES COVERAGE**

Benefits for {Accidental Death and Dismemberment}, as shown in the *Schedule of Covered Losses*, will be payable if {the Covered Person} suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs while he is on active duty in any Armed Forces.

**Exclusions** The exclusions that apply to this coverage are in the *Common Exclusions* 

Section.]

## **[EXPOSURE AND DISAPPEARANCE COVERAGE**

Benefits for {Accidental Death and Dismemberment}, as shown in the *Schedule of Covered Losses*, will be payable if {a Covered Person} suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If {the Covered Person} disappears and is not found within {one year} from the date of: the wrecking; sinking; or disappearance of the conveyance in which {the Covered Person} was riding in the course of a trip which would otherwise be covered under the Policy, it will be presumed that {the Covered Person's} death resulted directly and independently of all other causes from a Covered Accident.

**Exclusions**The exclusions that apply to this coverage are in the *Common Exclusions* 

Section.]

#### **INATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE**

Benefits for {Accidental Death and Dismemberment}, as shown in the *Schedule of Covered Losses*, will be payable subject to the following conditions if {the Covered Person} suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while {the Covered Person} is a member of the U.S. Military Reserve or National Guard.

While the Covered Person is a member of the U.S. Military Reserve or National Guard, coverage under the Policy will remain in force beyond the 31-day active duty training period and continue:

- 1. during the Covered Person's initial training period;
- 2. if the Covered Person is called to active duty [for a domestic emergency].

**Exclusions**The exclusions that apply to this coverage are in the *Common Exclusions*Section.

## **[OWNED AIRCRAFT COVERAGE**

Benefits for {Accidental Death and Dismemberment}, as shown in the *Schedule of Covered Losses*, will be payable if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs: during travel or flight in; including getting in or out of; any Aircraft that is: owned; leased; operated; or controlled by the Policyholder {or its subsidiaries or affiliates}. A record of eligible Aircraft will be maintained by the Policyholder and

available for review by Us at any time during normal business hours. An Aircraft substituted for an eligible Aircraft will also be eligible if it has no greater seating capacity and the original Aircraft is withdrawn from normal use due to: breakdown; repair; servicing; loss; or destruction.

**Exclusions**The exclusions that apply to this coverage are in the *Common Exclusions*Section.1

# [PILOT COVERAGE

Benefits for {Accidental Death and Dismemberment}, as shown in the *Schedule of Covered Losses*, will be payable if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while: the Covered Person is flying as a licensed pilot [or member of the crew] of an Aircraft; and meets all of the following requirements:

- [1. has submitted a completed Pilot Data History form and been accepted for Pilot Coverage by Us:]
- [2. maintains the same level of qualification stated on the Pilot Data History form submitted to and approved by Us;]
- [3. completes and maintains a combined minimum of {200 hours} of military, private or professional logged flight hours;]
- [4. is flying as a pilot [or member of the crew] of an Aircraft traveling on or transacting business for the Policyholder . All trips must have been authorized in advance by the Policyholder;]
- [5. is flying as a pilot [or member of the crew] of an Aircraft [described below] or [on a list of eligible Aircraft maintained by the Policyholder, including a substitute Aircraft with no greater seating capacity while a [specified] or [listed] Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction;]
- [6. is flying as a pilot [or member of the crew] of an Aircraft that is [not] owned, leased, operated or controlled by the Policyholder;]
- [7. is not giving or receiving flight instruction.]

[Description of Aircraft Covered

{xxxx will list: type of Aircraft; license number; and passenger seating capacity: Boeing 727; License # PA12345; passenger seating capacity:

**Exclusions** 

The exclusions that apply to this coverage are in the *Common Exclusions* Section.]

# [WAR RISK COVERAGE

Benefits for {Accidental Death and Dismemberment} as shown in the *Schedule of Covered Losses*, will be payable, subject to the following conditions and exclusions, if a Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during war or acts of war that occur in:

- {1. a specifically described geographic area such as Saudi Arabia, Iran, Serbia}; or
- {2. a generally described geographic area such as worldwide, excluding the United States and its territories and possessions.}

The Policyholder may cancel this war risk coverage at any time by sending written notice to Us at Our home office address. Coverage will be canceled upon receipt of notice or a date specified by the Policyholder.

We may cancel this coverage at any time by providing written notice to the Policyholder at least {10 days} prior to termination of this coverage. Any unearned premium will be promptly returned to the Policyholder.

**Exclusions** This benefit does not provide coverage when a Covered Loss occurs:

- [1. in the United States and its territories and possessions; or]
- [2. in any nation of which the Covered Person is a citizen.]

[{Other} exclusions that apply to this coverage are in the *Common Exclusions* Section.]]

# [ADDITIONAL ACCIDENT BENEFITS]

[{Accidental Death and Dismemberment benefits} are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other {Accidental Death and Dismemberment benefit} payable.]

#### [ADDITIONAL OCCUPATIONAL BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the covered [Employee] [Member] suffers a Covered Loss which results directly and independently of all other causes from a Covered Accident that occurs while the covered [Employee] [Member] is on the Policyholder's premises and engaged in the course of his [job] [membership] [or on business travel pre-authorized by the Policyholder].

[Business travel begins at the actual start of a business trip that has been pre-authorized by the Policyholder, whether the trip starts at the covered [Employee's] [Member's]: home; place of work; or another place. Business travel coverage:

- 1. ends when the covered [Employee] [Member] arrives at his: home; or place of work; whichever happens first; and
- 2. is not in effect during the covered [Employee's] [Member's] Personal Deviation.]

[Business travel includes: riding in; or getting on or off of; an Aircraft, but only if:

- the covered [Employee] [Member] is riding as a passenger only, and not as a pilot or member of the crew; and
- 2. the Aircraft is not being used for any of the following:
  - a. crop dusting, spraying or seeding;
  - b. fire fighting;
  - c. sky writing;
  - d. sky diving or hang gliding;
  - e. pipeline or power line inspection;
  - f. aerial photography or exploration;
  - g. racing;
  - h. endurance tests, stunt or acrobatic flying;
  - i. any operation which requires a special permit from the FAA, even if it is granted unless the permit is required only because of the territory flown over or landed on;
  - j. giving or receiving flying instruction.]

# **Definitions**

For purposes of this benefit:

**Personal Deviation** means an activity that meets all of the following conditions:

- is not reasonably related to the Policyholder's business trip;
- 2. is not incidental to the Policyholder's business;
- 3. occurs: prior to the end of the trip; [or within {one hour } before or after the trip].

[A Personal Deviation does not include extension of a business trip authorized in advance by the Policyholder as necessary to reduce transportation costs.]

#### **Exclusions**

[Business travel coverage is not provided during:

- normal commuting between the covered [Employee's] [Member's] home and place of work; or
- 2. the covered [Employee's] [Member's] Personal Deviation (in excess of 30 days).]

[{Other} exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### AMBULANCE EXPENSE BENEFIT

We will pay Covered Ambulance Expenses up to the Maximum Emergency Ambulance Benefit shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Covered Person requires ambulance services due to a Covered Injury [or Covered Illness] resulting directly and independently of all other causes from a Covered Accident [, or due to an Emergency Sickness].

The ambulance services provided must be for ground or air transportation from the scene of the Covered Injury [or Covered Illness] [or Emergency Sickness] to the nearest Hospital that is able to provide appropriate care within 48 hours of the Covered Accident.

#### **Definitions**

For purposes of this Benefit:

**Covered Illness** means an illness or disease diagnosed by a Physician which:

- causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the Covered Person's health or place his life in jeopardy; and
- 2. first manifests itself suddenly and unexpectedly while the Covered Person is participating in a Covered Activity.

# [BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

We will pay counseling sessions, up to the Maximum Benefit Amount shown in the *Schedule of Benefits* and subject to the following conditions and exclusions, when the Covered Person{and/or Immediate Family Member} requires bereavement and trauma counseling because the Covered Person suffered a Covered Loss that resulted directly and independently of all other causes from a Covered Accident. Such counseling must meet all of the following conditions:

- 1. covered bereavement and trauma counseling expenses must be incurred within {one year} from [the date of the Covered Accident causing the Covered Loss];
- the expense is charged for a bereavement or trauma counseling session for the Covered Person{and/or one or more of his Immediate Family Members};
- 3. counseling is provided under the care, supervision or order of a Physician;
- 4. a charge would have been made if no insurance existed.

## **Definitions**

For purposes of this benefit:

Immediate Family Member means a person who is related to the Covered Person in any of the following ways: Spouse or Domestic Partner; brother-in-law; sister-in-law; son-in-law; daughter-in-law; mother-in-law; father-in-law; parent (includes stepparent); brother or sister (includes stepbrother or stepsister); or child (includes legally adopted child or stepchild).

## **Exclusions**

Covered bereavement and trauma counseling benefits do not include any expense for which the Covered Person is entitled to benefits under any Workers' Compensation Act or similar law.

[{Other} exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

# [BOMB SCARE, BOMB SEARCH OR BOMB EXPLOSION BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the covered [Employee] [Member] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

- the covered [Employee] [Member] is on the Policyholder's premises when the Covered Accident occurs:
- 2. the Covered Accident is caused by or results from a Bomb Scare, Search or Explosion, as defined below:
- 3. the covered [Employee] [Member] is an authorized participant of a team or squad engaged in a Bomb Search or related activity;
- **4.** the Policyholder authorizes the covered [Employee's] [Member's] participation and sanctions the search.

## **Definitions**

For purposes of this benefit:

**Bomb** means any real or dummy explosive device placed with intent to: damage; scare; or cause injury.

**Scare** means any real or false report of a Bomb on the premises of the Policyholder.

**Search** means any organized search for a reported Bomb.

**Explosion** means any detonation of a Bomb on the Policyholder's premises which appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. [It does not include: any act of declared or undeclared war in the United States of America or Canada; or acceptance of known explosives as cargo.]

## **Exclusions**

The exclusions that apply to this benefit are in the *Common Exclusions* Section. ]

# [BULLETPROOF VEST BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the covered [Employee] [Member] {who is Age 18 or older} is on official duty for the Policyholder and is shot during a Covered Accident while wearing a Bulletoroof Vest and:

- 1. the Bulletproof Vest fails to prevent the bullet's penetration through the vest; and
- 2. such penetration results, directly and independently of all other causes, in {a Covered Loss, Covered Injury}.

## Definition

For purposes of this benefit:

**Bulletproof Vest** means a protective vest designated as { Threat Level II-A; Threat Level II; or Threat Level III-A} [manufactured by a vendor designated by the Policyholder] and [purchased not more than {five years} before the Covered Accident.]

**Exclusions** 

The exclusions that apply to this benefit are in the Common Exclusions Section.

# **[BURIAL AND CREMATION BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, for burial or cremation of the covered [Employee] [Member] who dies from a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

## **IBUSINESS TRAVEL BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the covered [Employee] [Member] suffers a Covered Loss resulting directly and

independently of all other causes from a Covered Accident that occurs during a business trip authorized in advance by the Policyholder. The Covered Loss must be sustained:

- 1. in the course of the covered [Employee's] [Member's] [job] [membership];
- [2. away from the premises of the Policyholder in the covered [Employee's] [Member's] city of permanent assignment].

Coverage will begin at the actual start of a business trip authorized by the Policyholder. It does not matter if the trip starts at the covered [Employee's] [Member's]: home; place of work; or any other place. Coverage will end when the covered [Employee] [Member] arrives at: his home; or place of work; whichever happens first.

## [Definitions

For purposes of this benefit:

**Personal Deviation** means an activity that meets all of the following conditions:

- 1. is not reasonably related to the Policyholder's business trip;
- 2. is not incidental to the Policyholder's business;
- 3. occurs prior to the end of the trip [or within {one hour} before or after the trip].

[A Personal Deviation does not include extension of a business trip authorized in advance by the Policyholder as necessary to reduce transportation costs.]

### **Exclusions**

Coverage for business travel is not provided during [any of the following]:

- normal commuting between the covered [Employee's] [Member's] home and place of work;
- [2. travel in an Aircraft: owned; leased; operated; or controlled by the Policyholder;]
- 3. travel to another location where the [Employee] [Member] is expected to be assigned for more than {60 days} by the Policyholder;
- 4. a covered [Employee's] [Member's] Personal Deviation [in excess of {31 days}].

[{Other} exclusions that apply to this benefit are in the *Common Exclusions* Section.]

## **ICHILD CARE CENTER BENEFIT**

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent Child in a Child Care Center if death of the covered [Employee] [Member] [Spouse or Domestic Partner] results directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

- coverage for his Dependent Children was in force on the date of the Covered Accident causing his death: and
- 2. one or more surviving Dependent Children is under Age {13}; and
  - [a. was enrolled in a Child Care Center on the date of the Covered Accident; or]
  - [b. enrolls in a Child Care Center within {90 365 days} from the date of the Covered Accident].

This benefit will be payable to the Surviving Spouse or Domestic Partner if the Spouse or Domestic Partner has custody of the child. If the Surviving Spouse or Domestic Partner does not have custody of the child, benefits will be paid to the child's legally appointed guardian. Payments will be made at the end of each {12 month} period that begins after the date of the covered [Employee's] [Member's] [Spouse or Domestic Partner's] death. A claim must be submitted to Us at the end of each {12 month} period [with proof of enrollment and attendance]. A {12 month} period begins:

- [1. when the Dependent Child enters a Child Care Center for the first time, within the period specified in (2b) above, after the covered [Employee's] [Member's] [Spouse or Domestic Partner's] death; or]
- 2. on the first of the month following the covered [Employee's] [Member's] [Spouse or Domestic Partner's] death, if the Dependent Child was enrolled in a Child Care Center before the covered [Employee's] [Member's] [Spouse or Domestic Partner's] death.

Each succeeding {12 month} period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

#### **Definitions** For purp

For purposes of this benefit:

**Child Care Center** is a facility which:

- is licensed and run according to laws and regulations applicable to child care facilities; and
- 2. provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following:

- 1. a Hospital;
- 2. the child's home;
- 3. care provided during normal school hours while a child is attending grades one through twelve.

**Surviving Spouse or Domestic Partner** will include the covered [Employee] [Member] and covered Spouse or Domestic Partner.

**Exclusions** 

The exclusions that apply to this benefit are in the Common Exclusions Section.]

## **[COMMON CARRIER BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits* if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs while riding as a fare-paying passenger in, or being struck by, a Common Carrier. Riding includes getting into and out of the Common Carrier.

[If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the Covered Loss results in death, benefits will only be paid for Loss of Life.]

#### Definition

For purposes of this benefit:

## **Common Carrier** means:

- 1. a public conveyance, including Aircraft, licensed for hire to carry farepaying passengers; or
- a transport Aircraft operated by the Air Mobility Command of the United States of America or a similar air transport service of another country.

### **Exclusions**

The exclusions that apply to this benefit are in the Common Exclusions Section.]

# **EMERGENCY ROOM BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires Emergency Room Treatment due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

#### Definition

For purposes of this benefit:

**Emergency Room** means a trauma center or a special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.

#### **Exclusions**

The exclusions that apply to this benefit are in the Common Exclusions Section.

### **[ESCALATOR BENEFIT**

We will increase the Covered Person's Principal Sum by {the dollar amount or the percentage of Principal Sum} shown on the *Schedule of Benefits*, subject to the following conditions and exclusions. [The Covered Person must be under Age {55; 60} to be eligible for this benefit.]

[Benefit amounts for {a covered Spouse or Domestic Partner, Dependent Child} will not be increased.]

[The Principal Sum used to calculate this benefit:

- 1. will be the amount in force when the Covered Person first becomes insured for this benefit:
- will not compound previous Escalator benefit amounts.]

Increases will become effective on each {Policy or certificate anniversary} after the Covered Person has been insured for {12 consecutive months}. Benefit increases will occur automatically at the end of each {12 month} period, for a maximum of {five years}.

[Increases provided by this benefit will be calculated separately for each additional Principal Sum the Covered Person elects. The total amount of all increases will not exceed the highest amount shown in the *Schedule of Benefits*.

[If the Covered Person's Principal Sum is reduced, any increases provided under this benefit will be reduced in the same proportion.]

**Exclusions** [This benefit will not apply to any *Bonus Benefit*.]

[{Other} exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

#### **IFELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT**

We will pay the amount shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault as described below. [A police report detailing the felonious assault or violent crime must be provided before any benefits will be paid.] [The Covered Accident must occur while the Covered Person is on the business or premises of the Policyholder.]

To qualify for benefit payment, the Covered Accident must occur during any of the following:

- 1. actual or attempted robbery or holdup;
- 2. actual or attempted kidnapping:
- 3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurred.

[We will pay a Hospital Stay Benefit, subject to the following conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault if all of the following conditions are met:

- [1. the Covered Person is covered for Hospital Stay benefits under the Policy;]
- 2. the Hospital Stay begins within {30 days} of the violent crime/felonious assault;
- [3. the Hospital Stay is at the direction and under the care of a Physician;]
- 4. the Covered Person provides proof satisfactory to Us that his Hospital Stay was necessitated to treat Covered Injuries sustained in a Covered Accident caused solely by a violent crime or felonious assault;
- the Hospital Stay begins while the Covered Person's insurance is in effect.

The benefit will be paid for each day of a continuous Hospital Stay. [If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.]

# **Definitions** For purposes of this benefit:

**Family Member** means the Covered Person's parent; step-parent; Spouse or Domestic Partner; or former Spouse or Domestic Partner; son; daughter; brother;

sister; mother-in-law; father-in-law; son-in-law; daughter-in-law; brother-in-law;, sister-in-law; aunt; uncle; cousins; grandparent; grandchild; and stepchild.

**Fellow [Employee] [Member]** means [a person employed by[ [a member of] the same Policyholder as the Covered Person or by an Entity that is an affiliated or subsidiary entity. It shall also include any person who was so [employed] [qualified as a member], but whose [employment] [membership] was terminated not more than {45 days} prior to the date on which the defined violent crime/felonious assault was committed.

**Member of the Same Household** means a person who maintains residence at the same address as the Covered Person.

#### **Exclusions**

Benefits will not be paid for treatment of any Covered Injury sustained or Covered Loss incurred during any:

- violent crime or felonious assault committed by the Covered Person; or
- 2. felonious assault or violent crime committed upon the Covered Person by: a Fellow [Employee] [Member]; Family Member; or Member of the Same Household.

[{Other} exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

#### **IHIV OCCUPATIONAL ACCIDENT BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the covered [Employee] [Member] suffers a Covered Injury resulting, directly and independently of all other causes, from a Covered Accident. Such Covered Accident must: occur during the performance of Occupational Duties; and result in the covered [Employee] [Member] acquiring and testing positive for Human Immunodeficiency Virus (HIV) antibodies within {one year} of the Covered Injury.

In order to receive this benefit, the covered [Employee] [Member] must satisfy all of the following:

- 1. submit a Workers' Compensation Injury report to the Policyholder, within {48 hours} of the Covered Accident that occurs during the performance of Occupational Duties;
- 2. test negative for Human Immunodeficiency Virus (HIV) antibodies within {48 hours} of such Covered Accident;
- 3. test positive for Human Immunodeficiency Virus (HIV) antibodies in a subsequent Blood Test within {one year} of the date of the Covered Accident.

## **Definitions**

For purposes of this benefit:

**Occupational Duties** means the performance of normal work duties on behalf of the Policyholder.

**HIV** means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

**Blood Test** means a positive (reactive) Enzyme-linked Immunosorbent Assay (ELISA) test, confirmed by the Western Blot Test, or other tests that may be approved by the Centers for Disease Control and Prevention and accepted by Us.

## **Exclusions**

The exclusions that apply to this benefit are in the Common Exclusions Section.]

## **[HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

We will pay the Covered Home Alteration and Vehicle Modification Benefit shown in the Schedule of Benefits, subject to the following conditions and exclusions, when the Covered Person suffers

a Covered Loss, other than a Loss of Life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

- prior to the date of the Covered Accident causing such Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
- 2. as a direct result of such Covered Loss, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
- 3. the Covered Person requires home alteration or vehicle modification within {one year} of the date of the Covered Accident.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

# **[HOSPITAL STAY BENEFIT**

We will pay the {daily, monthly} benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the Covered Person requires a Hospital Stay due to {a Covered Loss} resulting directly and independently of all other causes from a Covered Accident.

The Hospital Stay must meet all of the following:

- 1. be at the direction and under the care of a Physician;
- 2. begin within {30 days} of the Covered Accident;
- [3. begin while the Covered Person's insurance is in effect.]

The benefit will be paid for each day of a continuous Hospital Stay that continues after the end of the Benefit Waiting Period as shown in the *Schedule of Benefits*. Benefits will be paid retroactively to the first day of the Hospital Stay. [If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.]

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### **IPRIVATE PASSENGER BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits* if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident while: driving; riding as a passenger in; or getting in or out of; a Private Passenger Automobile.

Include if Accidental Death and Dismemberment Benefits are not included in the issued policy. [If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the Covered Loss results in death, benefits will only be paid for Loss of Life.]

#### **Definition** For purposes of this benefit:

**Private Passenger Automobile** means a validly registered; four wheel private passenger car (including Policyholder-owned cars); campers; motorized golf carts; motor homes; non-motorized bicycles; non-motorized adult tricycles; station wagons; sport utility vehicles; pick-up trucks; and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a: taxicab; bus; or other public conveyance will not be considered a Private Passenger Automobile.

Any vehicle not defined above will not be considered a Private Passenger Automobile.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

## [REHABILITATION BENEFIT

We will pay the Rehabilitation Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Person requires rehabilitation after sustaining a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Covered Person must require Rehabilitation within {two years} after the date of {the Covered Accident, Covered Loss}.

#### Definition

For purposes of this benefit:

**Rehabilitation** means {medical services; supplies; or treatment; or Hospital confinement (or part of a Hospital confinement)} that satisfies all of the following conditions:

- 1. are essential for physical rehabilitation required due to the Covered Person's Covered Loss;
- 2. meet generally accepted standards of medical practice;
- are performed under: the care; supervision; or order of a Physician;
- 4. prepare the Covered Person to return to his or any other occupation.]

Exclusions

The exclusions that apply to this benefit are in the Common Exclusions Section.]

# [SEATBELT [AND AIRBAG] BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. [An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).]

Verification of proper use of the seatbelt at the time of the Covered Accident [and that the Supplemental Restraint System properly inflated upon impact] must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

[If: such certification or police report is not available; or it is unclear whether the Covered Person was wearing a seatbelt [or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System]; We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.]

[In the case of a child, seatbelt means: a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration; properly secured; and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.]

# **Definitions**

For purposes of this benefit:

if airbag benefit is included: **Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas.

**Automobile** means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to: a sedan; station wagon; sport utility vehicle; or a motor vehicle of the pickup; van; camper; or motor-home type. Automobile does not include: a mobile home; or any motor vehicle which is used in mass or public transit.

#### Exclusions

The exclusions that apply to this benefit are in the Common Exclusions Section.]

# **SPECIAL EDUCATION BENEFIT**

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, for [each qualifying Dependent Child] [and][a surviving qualifying Spouse] [who {is/are} insured under the covered [Employee's] [Member's] certificate on the date he dies {or if he has been Totally Disabled during the Benefit Waiting Period for Permanent Total Disability benefits] [upon the Covered Person's death.] The [Employee's] [Member's] death must result, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit [or Permanent Total Disability Benefits] {is, are} payable under the Policy. This benefit is subject to the conditions and exclusions described below.

# [A qualifying Dependent Child must:

- a. [be enrolled as a full-time student in an accredited school of higher learning beyond the 12<sup>th</sup> grade level on the date of the covered [Employee's] [Member's] Covered Accident]; or
  - b. [be at the 12<sup>th</sup> grade level on the date of the covered [Employee's] [Member's] Covered Accident and then enroll as a full-time student at an accredited school of higher learning within {365 days} from the date of the Covered Accident and continue his education as a full-time student.]
- continue his education as a full-time student in such accredited school of higher learning;and
- 3. incur expenses for: tuition; fees; books; room and board;, transportation; and any other costs: payable directly to; or approved and certified by; such school.]

# [A qualifying Dependent Child must:

- 1. enroll as a full-time student at a school of higher learning before reaching the limiting Age for dependent eligibility stated in the Policy;
- 2. continue his education as a full-time student; and
- 3. incur expenses for: tuition; fees; books; room and board; transportation; and any other costs: payable directly to; or approved and certified by; such school.]

# [A qualifying surviving Dependent Child must:

- 1. enroll as a full-time student at a school of higher learning before reaching the limiting Age for dependent eligibility stated in the Policy;
- 2. continue his education as a full-time student; and
- 3. incur expenses for: tuition; fees; books; room and board; transportation; and any other costs: payable directly to; or approved and certified by; such school.]

# [A qualifying surviving Spouse must:

- enroll in any accredited school for the purpose of retraining or refreshing skills needed for employment within {one year} of the date of the covered [Employee's] [Member's] Covered Accident;
- remain enrolled in such accredited school; and
- 3. incur expenses: payable directly to; or approved by; such school.]]

Payments will be made to each qualifying Dependent Child [or to the child's legal guardian, if the child is a minor] at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within {31 days} of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered [Employee] [Member] died [or completed the Benefit Waiting Period for Permanent Total Disability benefits], if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

[If no Dependent Child qualifies for Special Education Benefits within {365 days} of the covered [Employee's] [Member's] death [or completion of the Benefit Waiting Period for Permanent Total

Disability Benefits], We will pay the default benefit shown in the *Schedule of Benefits* to the covered [Employee's] [Member's] beneficiary.]

[Payments will be made to the surviving Spouse at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Spouse's enrollment and attendance within {31 days} of the end of each year. The first year for which a Special Education Benefit is payable will begin on the date the surviving Spouse enrolls in an accredited school for the first time following the date the [Employee] [Member] died [or completed the Benefit Waiting Period for Permanent Total Disability benefits]. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.]]

[If a surviving Spouse does not qualify for Special Education Benefits within {365 days} of the covered [Employee's] [Member's] death [or completion of the Benefit Waiting Period for Permanent Total Disability Benefits], We will pay the default benefit shown in the *Schedule of Benefits* to the covered [Employee's] [Member's] beneficiary.]

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

# **[TOTAL DISABILITY WEEKLY INCOME BENEFIT**

We will pay weekly benefits shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, to the Covered Person whose Total Disability results: directly and independently of all other causes from; and within {31 days} of; a Covered Accident. Weekly disability benefits will begin when the Totally Disabled Covered Person satisfies the Benefit Waiting Period shown in the *Schedule of Benefits* and will end on the earliest of the date he:

- dies:
- 2. is no longer Totally Disabled;
- 3. fails to provide certification by a Physician that he remains Totally Disabled;
- [4. is eligible to receive [Accidental Death and Dismemberment benefits] [Permanent Total Disability benefits] for the same Covered Accident];
- 5. reaches the end of the Maximum Benefit Period shown in the Schedule of Benefits.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### **[WAIVER OF PREMIUM BENEFIT**

We will waive premiums, beginning with those due on and after the end of the Benefit Waiting Period, for a covered [Employee] [Member] {and}{Spouse or Domestic Partner} who:

- a. becomes Totally Disabled [within {30 days} of] [after suffering] a Covered Loss that results directly and independently of all other causes from a Covered Accident; and
- b. satisfies all of the following conditions:
  - 1. Total Disability must begin before the covered [Employee's] [Member's] {Spouse or Domestic Partner's} {60th} birthday;
  - 2. We must receive proof satisfactory to Us that Total Disability was continuous during the Benefit Waiting Period;
  - insurance under the Policy remains in force during the Benefit Waiting Period.

The covered [Employee] [Member] must submit satisfactory proof of continuous Total Disability to Us no more than {three to 12 months} after the date he [became Totally Disabled] [satisfies the Benefit Waiting Period]. Proof of continuing Total Disability must be submitted to Us during the last {three months} of each year. We may have the covered [Employee] [Member] {Spouse or Domestic Partner} examined as often as reasonably necessary while Totally Disabled, but not more than once a year after two years.

The amount of insurance for which premiums will be waived is the amount in force on the date the covered [Employee] [Member] {Spouse or Domestic Partner} became Totally Disabled. This amount will be subject to any age reductions applicable during the Benefit Period. Any increases in coverage that would have occurred if the covered [Employee] [Member] {Spouse or Domestic

Partner} were not Totally Disabled will be deferred, as described in the *Deferred Effective Dates* provision of the *Eligibility and Effective Date* section of the Policy.

Premiums will cease to be waived on the earliest of the following dates:

- 1. the premium due date following the date the covered [Employee] [Member] {Spouse or Domestic Partner} ceases to be Totally Disabled;
- 2. the date the covered [Employee] [Member] {Spouse or Domestic Partner} refuses to be examined or fails to provide required proof of continuing Total Disability;
- 3. the premium due date following the end of the Benefit Period shown in the *Schedule of Benefits*.

When premiums cease to be waived as described above, insurance provided under the Policy will continue as long as premiums are paid when due.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

#### **Grievances**

If you are dissatisfied with the resolution reached through Our internal grievance system regarding medical necessity, you may contact the Director, Office of the Health Care Ombudsman and Bill of Rights at the following:

For Medical Necessity cases, District of Columbia Department of Health Care Finance Office of the Health Care Ombudsman and Bill of Rights 899 North Capital Street, N.E. 6th Floor Washington, D.C. 20002 1 (877) 685-6391

Fax: (202) 478-1397

If you are dissatisfied with the resolution reached through Our internal grievance system regarding all other grievances, you may contact the Commissioner at the following:

For Non -Medical Necessity cases, Commissioner William P. White Department of Insurance, Securities and Banking 810 First St. N.E., 7th Floor Washington, D.C. 20002 202-727-8000

Fax: (202) 354-1085

# **Application for Group Accident Insurance CATLIN INSURANCE COMPANY, INC.**

Home Statutory Office: 1330 Post Oak Boulevard, Suite 2325 • Houston, Texas 77056 Administrative Office: 3340 Peachtree Road N.E., Suite 2950 • Atlanta, Georgia 30326

1-877-CATLIN-US (1-877-228-5468)

(a Stock Insurance Company, hereafter called "the Company")

Name of Applicant				
11	(legal name o	of entity)		
DBA (if applicable)				
Nature of Entity	SIC	Code	Tax ID	
Street Address		City	State Zip	
Mailing Address (if diffe	rent)			
Contact Person		Title		
Telephone	Fax	E-	mail	
	bers] of any affiliate or subsidiary plete the following for each such a			□No needed.):
Name	Address	Total [Employees] [Members]	Nature of Entity	SIC Code
				1
□ [Employees	s working hours per week	(requiring underwritin	g approval)	
Class	D	escription of Classes		
	full-time Employees of the Policyh			
	part-time Employees of the Policy active Members of the Policyhold		st [0-40] hours per we	ek]
	should be added on the back of the			
Total number of Employ	yees on payroll Full-tii	me Numl	oer eligible for covera	ge
[Are any classes of full- If yes, number of exclud	time employees excluded from coded employees?]	overage? □Yes	□No	
[WAITING PERIOD	):			
		_Months] [□Other		
[New Enrollees: [	JNone] [□Days]   [□	_Months] [□Other		
[CONTRIBUTIONS:		emium Percentage Pa	,	
Class				
	Policyholder	]	Employee] [Member]	
1	[100] %		[0] %	
II III	· · · · · · · · · · · · · · · · · · ·			

(If Policyholder pays 100% for any class of participants, all members of that class must be enrolled. Other minimum participation requirements may apply.)]

# Part 3 - Benefit Options

# 

[(Select one option from table below for each eligible class):]

[Option A—Multiples of annual salary rounded to next highest [\$1,000.00]

Option B—Level amount

Option C – Units of Coverage per [\$1,000.00]

Class	Option		Option A			Option B	Option C				
	Α	В	С							Unit	Maximum
				Sala	ry Multip	lier Maxii	mum	Level	Amount Maximum	Maximum	Amount
				[ <b>□</b> 1x	<b>□</b> 2x	<b>□</b> 3x	□x]	\$			\$
				Maximur	n Amour	nt: \$	_				
II				[ <b>□</b> 1x	<b>□</b> 2x	<b>□</b> 3x	□x]	\$			\$
				Maximur	n Amour	nt: \$	_				
Ш				[ <b>□</b> 1x	<b>□</b> 2x	<b>□</b> 3x	□x]	\$			\$]
				Maximur	n Amour	nt: \$	_				

Benefit Amount:	_1	1
-----------------	----	---

# ☐ Accidental Death and Dismemberment Insurance for [Employees] [Members]\*†:

[(Select one option from table below for each eligible class):]

[Option A—Multiples of annual salary rounded to next highest [\$1,000.00]

Option B—Level amount

Option C – Units of Coverage per [\$1,000.00]

Class	(	Optio	on	Option A		Option B	0	ption C		
	Α	В	С						Unit	Maximum
				Salary	y Multipl	ier Maxin	num	Level Amount Maximu	m Maximum	Amount
I				[ <b>□</b> 1x	<b>□</b> 2x	<b>□</b> 3x	x]	\$		\$
				Maximun	n Amoui	าt: \$	_			
II				[ <b>□</b> 1x	<b>□</b> 2x	<b>□</b> 3x	□x]	\$		\$
				Maximun	n Amoui	nt: \$	_			
Ш				[ <b>□</b> 1x	<b>□</b> 2x	<b>□</b> 3x	□x]	\$		\$]
				Maximun	n Amoui	nt: \$				_

# □ Spouse [& Domestic/Civil Union Partner] Option†:

(Select one option from table below for each eligible class):

Option A—Percentage of [Employee's] [Member's] Principal Sum

Option B—Level amount

Option C – Units of Coverage per [\$1,000.00]

Class	Option		on	Option A	Option B	0	ption C
	Α	В	С	Percentage of [Employee's] [Member's]Principal Sum	Level Amount Maximum	Unit Maximum	Maximum Amount
I				%	[\$]	[\$]	[\$]
П				%	[\$]	[\$]	[\$]
III				%	[\$]	[\$]	[\$]]

<b>_</b>		ildren Option†: ion from table below for each eligible o	class):				
	Option B—Leve	centage of [Employee's] [Member's] Prel amount s of Coverage per [\$1,000.00]	rincipal Sum				
Clas	ss Option	Option A	Option B	On	tion C		
Oia	ABC		Option B	Unit	Maximum		
		Percentage of [Employee's] [Member's]Principal Sum	Level Amount Maximum	Maximum	Amount		
		%	[\$]	[\$]	[\$]		
<u>II</u>		%	[\$]	[\$]	[\$]		
Ш	[* All incompany	%	[\$]	[\$]	[\$]]		
[		is subject to age-based reduction sche rwriting of applicants is required for ce		J			
[Bei	nefit Amount: _	]]					
	ditional Accide verage:	ental Death [and Dismemberment]					
ſΔrn	ned Forces Cov	erage: [□Yes □No]]					
_		sappearance Coverage: [	[Business Travel Accide	nt Benefit: [🗖	Yes □No]]		
		sappearance coverage. [131es	[Child Care Center Bene	efit: [□Yes í	⊐No]]		
		d Armed Forces Reserve Coverage:	[Common Carrier Benef	it: [□Yes □	JNo]]		
	'es □No]]	a /ililioa i croos recours coverage.	[Emergency Room Bene	efit: [□Yes í	⊐No]]		
-		verage: [□Yes □No]]	[Escalator Benefit: [□Y	[Escalator Benefit: [□Yes □No]]			
-	ot Coverage: [5		[Felonious Assault and Violent Crime Benefit: [□Yes				
-	-	e: [□Yes □No]]	□No]]				
[			[HIV Occupational Accid	dent Benefit:	[□Yes □No]]		
<u>Add</u>	ditional Accide	nt Benefits:	[Home Alteration and [□Yes □No]]	[Home Alteration and Vehicle Modification Benefit: [□Yes □No]]			
[Add	ditional Occupat	ional Benefit: [□Yes □No]]	[Hospital Stay Benefit:	[□Yes □No]	]]		
[Bei	reavement and <sup>-</sup>	Trauma Counseling Benefit:	[Private Passenger Ben	efit: [□Yes	□No]]		
[ $\square$ Y	′es □No]]		[Rehabilitation Benefit:	[□Yes □No	]]		
[Bor	mb Scare, Boml	Search, or Bomb Explosion Benefit:	[Seatbelt [and Airbag] B	enefit: [□Yes	s □No]]		
[ $\square$ Y	′es □No]]		[Special Education Bene	efit: [□Yes	□No]]		
[Bul	letproof Vest Be	enefit: [□Yes □No]]	[Total Disability Weekly	Income Benef	it: [□Yes □No]]		
[Bu	rial and Cremati	on Benefit: [□Yes □No]]	[Waiver of Premium Ber				
			-	-	-		
<u>P</u>	art 4 — Payı	ment Methods					
_	[Cleater 1] = 5	and Transfer Authories Co.					
	•	nds Transfer Authorization e the Financial Institution's Account   on the bottom left of your check)		outing number	is between these		
	Routing/Transi Bank Account	it Number: Number:	]				
	[Credit Card P	ayment Authorization (Discover, Mast	erCard [,][or] Visa [or Amerio	can Express])			
	ALIA O A 00/DO) 0440						

[

	Card Number:Expiration Date:	
	I authorize [Insurance Administrative Services] to initiate a listed above. This authorization is to remain in effect until I c	
	Customer Card/Accountholder Signature (required)	Today's Date (MM/DD/YY)]
	[Check:	
	Please make checks out to [Insurance Administrative Service	es] and send to the following address:
	[Insurance Administrative Services P.O. Box 9485 Minneapolis, MN 55440-9485]]	
<u>P</u>	art 5 — Agent Statement	
bon eligi or e	rtify that all information in this application is correct to the besa-fide business establishment. All participation requirements bility requirements, benefits, limitations, and exclusions have Imployer. I know of no reason why the Plan coverage should roffered.	have been met. Coverages, enrollment provisions, been fully explained and understood by the applicant
(Pri	nted Name of Applicants Authorized Representative)	(Signature)
(Add	dress)	(Month) (Day) (Year)
(Em	ail)	(Phone)

# Part 6 — Applicant's Acceptance of Terms

- □ Any insurance provided pursuant to this Application shall be subject to all terms and conditions of the Policy issued.
- □ To the best of my knowledge and belief, all statements and answers given in this Application are true and complete.
- □ I understand no insurance shall take effect until all underwriting requirements of the Company have been met.
- □ I understand that any insurance provided shall take effect on the effective date approved by the Company and that I should not cancel any predecessor policy or plan until notified by the Company that this Application has been approved.
- □ I understand and agree that:
  - No agent may change or waive any of the provisions of this application or of any plan of insurance:
  - o Any change or waiver may be made only by an officer of the Company; and
  - This Application will be accepted or declined partly on the basis of the statements and answers given in the Application.

It is understood that any [Employee] [Member] (or Spouse [and Domestic/Civil Union Partner] or Dependent, if coverage is elected, is not actively at work on the date this coverage is scheduled to become effective, shall not be covered until the individual returns to work.					
I request a Policy effective date of:	. I acknowledge that this desired				
effective date must comply with the description contained in the	<u> </u>				
 Printed Name of Applicant	Authorized Signature of Applicant				
(Month) (Day) (Year)	Title				

WARNING - It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

# NOTICE TO POLICYHOLDERS

# DISTRICT OF COLUMBIA LIFE & HEALTH INSURANCE GUARANTY ASSOCIATION ACT OF 1992

# Summary of General Purposes and Current Limitations of Coverage

Residents of the District of Columbia who purchase health insurance, life insurance, and annuities should know that the insurance companies licensed in the District of Columbia to write these types of insurance are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet is obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the District of Columbia and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is limited, however, as noted on the other side of this page.

# **Disclaimer**

The District of Columbia Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is generally conditioned on residence in the District of Columbia. Other conditions may also preclude coverage.

The District of Columbia Life and Health Insurance Guaranty Association or the District of Columbia Insurance Commissioner will respond to any question you may have which are not answered by this document. Your insurer and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy. You should not rely on availability of coverage under the Life and Health Insurance Guaranty Association Act of 1992 when selecting an insurer. Policyholders with additional questions may contact:

Mr. William P. White Commissioner District of Columbia Department of Insurance, Securities and Banking 810 First Street, N.E., Suite 701 Washington, DC 20002 (202) 727-8000 Mr. Robert M. Willis
Executive Director
District of Columbia Life and Health Insurance
Guaranty Association
1200 G St., N.W., Suite 800
Washington, DC 20005
(202) 434-8771

The District of Columbia law that provides for this safety-net coverage is called the Life and Health Insurance Guaranty Association Act of 1992. This page contains a brief summary of the law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act of the rights or obligations of the Guaranty Association. If you have obtained this document from an agent in connection with the purchase of a policy, you should be aware that its delivery to you does not guarantee that your policy is covered by the Guaranty Association.

### Coverage

Generally, individuals will be protected by the District of Columbia Life and Health Insurance Guaranty Association if they live in the District of Columbia and are insured under a health insurance, life insurance, or annuity contract issued by a member insurer, or they are insured under a group insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of insured persons are protected as well, even if they live in another state.

# NOTICE TO POLICYHOLDERS

# **Exclusions from Coverage**

However, persons holding such policies are not protected by this Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside of that state of incorporation);
- Their insurer was not authorized to do business in the District of Columbia: or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

# The Guaranty Association also does not provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer of for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits or its employees or members to the extent the plan is self-funded or uninsured;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits of fees for services in connection with a policy;
- · Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contacts.

# Limits on amount of coverage

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

- the contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer, or
- with respect to any one life, regardless of the number of policies, contracts, or certificates:
  - \$300,000 in life insurance death benefits but not more than \$100,000 in net cash surrender or net cash withdrawal values for life insurance; or
  - \$100,000 in health insurance benefits, including net cash surrender or net cash withdrawal values; or
  - \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values.

Finally, in no event is the Guaranty Association liable for more than \$300,000 with respect to any one individual.

# DISTRICT OF COLUMBIA GROUP ACCIDENT INSURANCE ENROLLMENT APPLICATION **Catlin Insurance Company, Inc.** For information and customer service call:{Catlin Insurance Company, Inc.} Toll Free # {1-877- logo CATLIN-US (1-877-228-5468)} All info must be completed by the applicant. He/she must sign and date this form. This form cannot be considered unless received within 10 days of the date it is dated. [ADMINISTRATOR **RETURN ADDRESS**1 *Important*: Please enter all dates in mm/dd/yyyy format. POLICYHOLDER USE (MANDATORY DATA NEEDED): In order to process this application, the Policyholder must complete this information. POLICYHOLDER **ANNUAL** LOCATION/PAYCODE # DATE OF BIRTH SALARY CLASS Please print (preferably in black ink). **REASON FOR REQUEST:** ☐ NEW HIRE ☐ INITIAL ENROLLMENT ☐ ONGOING ENROLLMENT ☐ LATE ENTRANT [EMPLOYEE] [MEMBER] SECTION □ Mr. □ Mrs. □ Ms. (Check One) Social \_\_\_\_\_ Birthdate Name Security # \_\_\_\_\_City\_\_\_\_ State Zip Address Work Home Phone Phone ID Number Sex: □ M □ F COMPLETE IF ELECTING SPOUSEOR DOMESTIC PARTNER COVERAGE Spouseor Name Social \_\_\_\_(Last) Security # Domestic (First) Partner Information Birthdate Sex: □ M □ F In order to be eligible for Domestic Partner coverage, you must have a Domestic Partner Affidavit or its equivalent on file with the Policyholder, and accepted by the Insurance Company. If you do not currently have one on file with the Policyholder, one will be made available through the Policyholder.] BENEFIT SECTION (OPTION 1) Applicant Amount\* [Employee] [Member]

BENEFIT SECTION [OPTION 2]					
Applicant	Accept	Reject	Requested Amount	Maximum Coverage*	
[Employee]					
[Member]			[□1x □2x □3x □10x] Salary	\$	
Spouse or			Number of [\$1000 - \$10,000] Units:	\$	
Domestic					
Partner					
Dependent			Number of [\$1000 - \$10,000] Units:	\$	
Children					

BENEFIT SECTION [OPTION 3]						
Applicant	Accept	Reject	Requested Amount	Maximum Coverage*		
[Employee] [Member]						
Only*			[□1x □2x □3x □10x] Salary	\$		
Family Plan:*						
[Employee] [Member]			[□1x □2x □3x □10x] Salary	\$		

Spouse or Domestic Partner (no dependent children)	[0 - 100%] of [Employee's] [Member's] Benefit	\$
Spouse or Domestic Partner (w dependent children)	[0 - 100%] of [Employee's] [Member's] Benefit	\$
Dependent Children (no Spouse or Domestic Partner)	[0 – 100%] of [Employee's] [Member's] Benefit	\$
Dependent Children (w Spouse or Domestic Partner)	[0 - 100%] of [Employee's] [Member's] Benefit	\$

BENEFIT SECTION [OPTION 4]					
Applicant	Applicant Accept Reject Requested Amount			Maximum Coverage*	
[Employee]					
[Member]			Number of [\$1000 - \$10,000] Units:	\$	
Spouse or			Number of [\$1000 - \$10,000] Units:	\$	
Domestic					
Partner					
Dependent			Number of [\$1000 - \$10,000] Units:	\$	
Children					

BENEFIT SECTION [OPTION 5]					
Applicant	Accept	Reject	Requested Amount	Maximum Coverage*	
[Employee] [Member] Only*			Number of [\$1000 - \$10,000] Units:	\$	
Family Plan:*					
[Employee] [Member]			Number of [\$1000 - \$10,000] Units:	\$	
Spouse or Domestic Partner (no dependent children)			[0 - 100%] of [Employee's] [Member's] Benefit	\$	
Spouse or Domestic Partner (w dependent children)			[0 - 100%] of [Employee's] [Member's] Benefit	\$	
Dependent Children (no Spouse or Domestic Partner)			[0 - 100%] of [Employee's] [Member's] Benefit	\$	
Dependent Children (w Spouse or Domestic Partner)			[0 - 100%] of [Employee's] [Member's] Benefit	\$	

- \* All insurance is subject to age-based reduction schedule:
- † Medical underwriting of applicants is required for certain amounts of insurance.

# To specify a beneficiary, complete the section below. You will be the beneficiary for your spouse or Domestic Partner and dependent child(ren) unless you specify otherwise. When specifying multiple beneficiaries, you must indicate the percentage of distribution for each. If there is not enough room to specify all beneficiaries, attach, sign and date a separate sheet of paper using the format below. Insured Beneficiary(ies) Percentage Social Security # Date of Birth Relationship [Employee] [Member]

({Policyholder}

Paid Coverage)

		1	1	1		
[Employee]						
[Member]						
({[Employee]						
[Member]}						
Paid						
Coverage)						
+++ACCEPTANCE/DECLINATION+++						
I accept the insurance coverages elected above. If premiums are to be paid by payroll, I authorize my employer to deduct						
the necessary amounts from my earnings. If I have not elected coverage, I understand that if I wish to participate at a						
later date, I may be required to furnish evidence of insurability at my own expense and that coverage is subject to the						
Insurance Com	pany's approval.					
	Signature		Da	ite		
Please Sign	ign Important: You must sign and date the Agreements section.					
Here	•	_	•			

Social Security

Applicant's Name

# +++ AGREEMENTS +++

To the best of my knowledge and belief all written, telephonic and electronic info I gave is true and complete. I understand that my insurance will not go into effect unless I am an active Employee or an active Member on the effective date. The conditions for the requested insurance to be effective are described in the policy and certificate. The approval of this request by the Company is one of those conditions. I understand and agree that:

- (1) This request will be a part of the policy that provides the insurance.
- (2) I may need to provide more medical info.
- (3) I may need to take medical tests and report the results to the Company.
- (4) I must report any change in my health that happens before the insurance is effective.
- (5) Requested insurance will not be effective for a person if the person does not meet the underwriting requirements on the date insurance is to be effective.

WARNING: It is a crime to provide false or misleading information to the Company for the purpose of defrauding the Company or any other person. Penalties include imprisonment and/or fines. In addition, the Company may deny insurance benefits if false information materially related to a claim was provided by Applicant.

Sign Here	[Employee's] [Member's] Signature	Month/Day/Year	_
Applicant's		Social Security	
Name		#	

#### **+++**AUTHORIZATION TO RELEASE INFORMATION+++

I hereby authorize any: physician; medical practitioner; Hospital; clinic or other medical related facility; insurance company; insurance support organization; business partner, pharmacy, government agency; group policyholder; employer; benefit plan administrator; the Medical Information Bureau; the Department of Motor Vehicle Registration; and paramedical facility, to provide Catlin Insurance Company, Inc. or to any: agent; attorney; consumer reporting agency; or independent administrator; including: medical record retrieval services; or pharmaceutical services; acting on Catlin Insurance Company or its reinsurers' behalf, information concerning: advice; care; or treatment sought by or provided to me and/or any other Applicant for coverage, including information relating to: medical history; medical conditions; treatment; hospitalizations or confinements; ailments; and/or drug; alcohol; or tobacco usage of the Applicant(s). It is understood that Catlin Insurance Company, Inc. underwriters; claim examiners; reinsurers; attorneys;, or the medical director may disclose such health information to the aforementioned parties for purposes of: underwriting; compliance; record clarification or explanation; or in response to: litigation; summons; or subpoenas. I understand that after this information is disclosed, the recipient may re-disclose it resulting in loss of protection by federal regulations.

I understand that:

1) such information will be used by Catlin Insurance Company, Inc. for underwriting and insurability determinations; AHAG A01(DC) 0110

- 2) I may refuse to sign this authorization and that my refusal to sign will affect my ability to obtain health insurance coverage;
- 3) a picture copy or photocopy of this authorization shall be as valid as the original; and
- 4) any authorized representative of the Proposed Insured is entitled to receive a copy of this authorization upon request.

This authorization is valid from the date signed for a duration of 24 months. I understand I may revoke the authorization, except to the extent that action has been taken in reliance on this authorization, by sending written notice to the Underwriting Department of Catlin Insurance Company, Inc. [1330 Post Oak Boulevard, Suite 2325, Houston, TX 77056]. I may inspect or copy any information used or disclosed under this authorization, if signed.

Sign Here	Applicant's Signature	Month/Day/Year	_
Applicant's Name		Social Security #	